

ZB# 02-48

**GMH Military Housing
@ Stewart Terrace**

2-1-34.2

#02-48- GMH Military Housing

② Stewart Terrace

Area- 2-1-34.2.

Prelim.

Aug. 12, 2002.

~~Confidential~~

Schedule.

Public Hearing:

Sept. 9, 2002.

ad
area - 2-1-34.2.

36,000
32892

3108

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: GMH Military Housing

FILE# 62-48

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA X

USE

APPLICATION FOR VARIANCE FEE \$ 150.00

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 500.00

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 8/12/02 .. \$ 36.00
2ND PRELIMINARY- PER PAGE 9/12/02 .. \$ 67.50
3RD PRELIMINARY- PER PAGE \$
PUBLIC HEARING - PER PAGE \$
PUBLIC HEARING (CONT'D) PER PAGE \$
TOTAL \$ 103.50

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 8/12/02 \$ 35.00
2ND PRELIM. 9/12/02 \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING. \$
PUBLIC HEARING (CONT'D) \$
TOTAL \$ 70.00

MISC. CHARGES:

..... \$
TOTAL \$ 173.50

LESS ESCROW DEPOSIT \$ 500.00
(ADDL. CHARGES DUE) \$
REFUND DUE TO APPLICANT .. \$ 326.50

Refund

*paid
ck. # 652
8/29/02*

*paid
ck. # 651
8/29/02*

Date 7/3/02,

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO GECC/GMH Military Housing LLC DR.
10 Campus Blvd., Newtown Sq., PA 19073

ZBA

ALLOWED

[illegible]

PUBLIC NOTICE OF HEARING**ZONING BOARD OF APPEALS****TOWN OF NEW WINDSOR**

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 48

Request of GMH Military Housing, LLC

for a VARIANCE of the Zoning Local Law to Permit:

the subdivision of property owned by the United States of America into two lots

and the development on Lot 1 of market rate rental housing and the development on Lot 2 of new military housing to replace the existing military housing; the*
being a VARIANCE of Section Article IV, Section 48-12, R-5 Bulk Table

for property situated as follows:

1104 Clark Street, New Windsor, New York

known and designated as tax map Section 2, Blk. 1 Lot 34.2

PUBLIC HEARING will take place on the 9th day of September,
20 02 at the New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York beginning at 7:30 o'clock P.M.

* variances sought are density, frontage, unit size and setback,

Lawrence Torley

Chairman

**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**

APPLICATION FOR VARIANCE

02-48
Date: AUGUST 19, 2002

I. Applicant Information:

- (a) GMH Military Housing, LLC, 10 Campus Blvd., Newtown Square, PA 14073
(Name, address and phone of Applicant) 610-355-8000 (~~Owner~~) Applicant/Purchaser
- (b) United States of America, 1104 Clark Street, New Windsor, NY 12553
(Name, address and phone of purchaser or lessee) x Owner
- (c) James R. Loeb, Esq., Drake, Sommers, Loeb, Tarshis & Catania, PLLC, P. O. 1479,
(Name, address and phone of attorney) Newburgh, NY 12550 845-565-1100
- (d) BL Companies, 830 Sir Thomas Court, Harrisburg, PA 17109 717-651-9850
(Name, address and phone of contractor/engineer/architect/surveyor)

II. Application type:

☐ Use Variance
☒ Area Variance

☐ Sign Variance
☐ Interpretation

III. Property Information:

- (a) R-5 1104 Clark Street, New Windsor 2-1-34.2 70+
(Zone) (Address of Property in Question) (S-B-L) (Lot size)
- (b) What other zones lie within 500 feet? AP
- (c) Is pending sale or lease subject to ZBA approval of this Application? _____
- (d) When was property purchased by present owner? 1/7/57
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? no. If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning/Fire Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? no

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law,
Section _____, Table of _____ Regs., Col. _____.

(Describe proposal) _____

(b) The legal standard for a "Use" Variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area Variance: Lot 1

(a) Area variance requested from New Windsor Zoning Local Law,
Section _____, Table of Use/Bulk _____ Regs., Col. All _____
Multiple-Family Residential (R-5)

	Permitted	Proposed or Available	Variance Request
Min. Lot Area Density	7,000sf/unit	4,092 sf	2,908 sf/unit
Min. Lot Width			
Reqd. Front Yd.			
Reqd. Side Yd.			
Reqd. Rear Yd.			
Reqd. Street Frontage*	15'	0'	15'
Max. Bldg. Hgt.			
Min. Floor Area*	1,000 sf/unit	36 1BR, 1bath 780 sf 72 2 BR, 1 bath 945 sf	7,920 sf 3,960 sf
Dev. Coverage*			
Floor Area Ratio**			
Parking Area			

* Residential Districts only

** Non-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe

(b) The legal standard for a "Use" Variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area Variance: Lot 2

(a) Area variance requested from New Windsor Zoning Local Law,
Section _____, Table of Use/Bulk _____ Regs., Col. All
Multiple-Family Residential (R-5)

	Permitted	Proposed or Available	Variance Request
Min. Lot Area			
Min. Lot Width			
Reqd. Front Yd.			
Reqd. Side Yd.			
Reqd. Rear Yd.	100'	67'	33'
Reqd. Street Frontage*	15'	0'	15'
Max. Bldg. Hgt.			
Min. Floor Area*			
Dev. Coverage*			
Floor Area Ratio**			
Parking Area			

* Residential Districts only

** Non-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe

why you believe the ZBA should grant your application for an area variance:

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Supplementary Sign Regulations

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign #1	_____	_____	_____
Sign #2	_____	_____	_____
Sign #3	_____	_____	_____
Sign #4	_____	_____	_____

- (b) Describe in detail the sign (s) for which you seek a variance, and set forth your reasons for requiring extra or oversized signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building and free-standing signs? _____.

VII. Interpretation.

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____.

- (b) Describe in detail the proposal before the Board:

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaped, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

SEE SCHEDULE A ANNEXED

IX. Attachments required:

- ___ Copy of referral from Bldg./Zoning Inspector or Planning Board.
- ___ Copy of tax map showing adjacent properties.
- ___ Copy of contract of sale, lease or franchise agreement. Copy of deed and title policy.
- ___ Copy of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ___ Copy(ies) of sign(s) with dimensions and location.
- ___ Two (2) checks, one in the amount of \$ 150 and the second check in the amount of \$ 500, each payable to the TOWN OF NEW WINDSOR.
- ___ Photographs of existing premises from several angles.

X. Affidavit.Date: August 29, 2002

COMMONWEALTH
PENNSYLVANIA
~~STATE OF NEW YORK~~
DELAWARE) SS.:
COUNTY OF ~~NEW YORK~~ ()

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/her information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

GMH MILITARY HOUSING, LLC

Carol B. Pflaumer

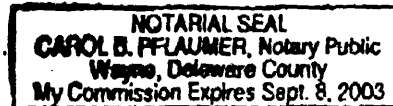
By: Chris Williams

(Applicant)

Chris Williams, Assistant Secretary

Sworn to before me this

29 day of August, 2002

**XI. ZBA Action:**

(a) Public Hearing date: _____

SCHEDULE A

The applicant, GMH Military Housing, LLC, is applying for variances in connection with a residential housing project the applicant seeks to construct on lands presently owned by the United States of America. The property is located at 1104 Clark Avenue in New Windsor and consisting of approximately 70 acres.

GMH will acquire an interest in 25.74 of the 70-acre parcel and will own the 25.74-acre parcel jointly with the Department of the Navy. At the end of 50 years GMH will become the sole owner of that parcel

In addition, GMH will enter into a 50-year ground lease for the 44-acre parcel. The ground lease tenant will be an entity in which GMH and the Department of the Navy are co-tenants. At the end of a 50-year period the ground lease will terminate and all interest in the property will revert to the Department of the Navy.

The United States of America acquired the 70 acres along with other lands on January 7, 1957. In 1960 the United States of America constructed military housing on the property. At present, there are 299 existing family housing units of various types including detached and attached housing. Those units are occupied by Marine Air Group 49 Detachment B and other military units including the Air National Guard.

In 1996 the Defense Authorization Act established a program under the terms of which each of our military departments, in this case the Department of the Navy, was

permitted to work with the private sector to replace existing military housing with new quarters. The act provided the mechanism for a public-private venture. In New Windsor the Department of the Navy will partner with GMH. The Navy will provide the land and GMH will construct new military housing together with market rate private rental housing. At the end of 50 years the 171 Military Homes will revert to sole ownership by the United States of America. During the 50-year period the Department of the Navy will be a partner of GMH and will be directly involved in running the private housing.

As originally envisioned this entire project was proposed to be constructed on the lands to be conveyed and ground leased to GMH by the United States of America consisting of approximately 70 acres. As a result of September 11th and the need for heightened security the Department of the Navy is now requiring that it have more control over the area designated for military housing and as a result the property must be subdivided. GMH has made an application to the Planning Board for subdivision approval. The development of the property as one parcel might have avoided many of the variances sought, including the density variance. Because the property must be divided into two lots and since the preferred subdivision lot line creates a larger parcel for the military housing on Lot 2, the private housing on Lot 1, does not meet the density requirement.

The property is in the R-5 district which requires 7,000 sq. ft. per living unit. Lot 2 consists of slightly over 44 acres with 171 units producing a density calculation of 11,225

sq. ft. per unit. Lot 1, reduced in size in order to enlarge the military housing lot, consists of 25.74 acres with 264 units and a density calculation of 4,247 sq. ft. per unit. A variance of the density requirement is sought for Lot 1.

The R-5 district requires a minimum of 15' of street frontage. Neither Lot 1 nor Lot 2 meets this requirement. The property was developed in 1966 with access over Clark Street, a private road, and there is no street frontage as it is traditionally known. This property has been used for housing since 1960 and is a pre-existing use. The applicant requests that as to both Lots 1 and 2 this pre-existing use be recognized and affirmed by this Board by granting a variance from the 15' requirement for both Lots 1 and 2.

The R-5 zone requires a minimum living area of 1,000 sq. ft. for each dwelling unit. That will be met in the military housing proposed for Lot 2, and 60% of the units to be developed on Lot 1 will meet that requirement. 36 of the 264 units are one bedroom one bath units each 780 sq. ft. in size and as to those units the applicant requests a variance of 7,920 sq. ft. 72 of the units will be two bedroom one bath units each 945 sq. ft. in size and as to those units the applicant requests a variance of 3,960 sq. ft.

Finally, as to Lot 1, the military housing, R-5 requires a 100' minimum rear setback. Not more than 9 of the 171 units proposed for the military housing will intrude on the minimum setback and the maximum variance sought there is 33'. At

the greatest area of intrusion there will be a minimum of 67' to the rear property line.

The Town Law requires that the Zoning Board of Appeals take into consideration a number of factors in making its determination on the variances sought by the applicant. In particular, the benefit to the applicant if the area variances are granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. The applicant respectfully submits to the Zoning Board that the granting of these variances will not be detrimental at all to the health, safety and welfare of the neighborhood or community. The property has been used for multiple residence housing by members of the United States Armed Forces since 1960. The project proposed by the applicant permits the replacement of the existing units which are sadly in need of upgrading together with the development of market rate rental housing which is also needed in the community. This type of public-private venture is on the cutting edge of how government and the private economy can and should cooperate to provide needed services, here new military housing, at no cost to the taxpayers. In fact in this instance the taxpayers will acquire ownership of the Military Housing for no additional cost at the end of a stipulated period.

The first determination is whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties created by the granting of the variances. Clearly here what the applicant seeks to do is continue the pattern of use which has existed on this property

for more than 40 years. Rather than creating a detriment or undesirable change, the applicant will be upgrading the improvements on the property.

The second consideration is whether the benefits sought can be achieved by some method feasible for the applicant to pursue other than the area variance. The principal variance sought relates to the density calculation on Lot 1. That has been brought about by the requirement by the Department of the Navy that the property be subdivided. Although the density variance sought could be reduced if a less rational property line between Lots 1 and 2 were drawn, the New Windsor Planning Board directed that the applicant present both proposed subdivision lines to the Zoning Board. The Zoning Board selected the more rational line between the military and non-military housing which has necessitated a greater density variance for the private housing. Again, the overall density if the property were developed as one 70 acre parcel would be 10 sq. ft. per dwelling unit shy. The remaining variances sought are more run of the mill area variances such as the 100' setback for rear yard where the nearest improvement is 67' from the rear yard. The applicant submits that there is no other way feasible for this project to be developed and to achieve the development necessary to result in the new housing both military and public.

The third area of inquiry is whether the requested area variance is substantial. Again, the only substantial area variance requested is the variance for in Lot 2 which exceeds the 7,000 sq. ft. per unit requirement, but that figure comes about

for two reasons, the first being the requirement that the property be divided into two lots when if it were maintained as one 3,040,757 sq. ft. parcel, a minimal variance of 4,243 sq. ft. would be necessary, and the second being the selection of the subdivision line creating a much large Lot 2 for the military housing.

The fourth area of inquiry is whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood. Instead of an adverse effect, the granting of the variances will permit the construction of new housing, both military and private, and will result in the removal of existing, outmoded and obsolete housing presently available for the members of our armed forces.

The final issue is whether this difficulty was self-created. The property exists and has been developed by the United States of America which is exempt from Town of New Windsor zoning regulations. It is, in addition, a pre-existing use to the effect that it has been used as housing prior to the adoption of zoning by the Town of New Windsor. While sole ownership of a portion of the property will devolve for a number of years from the United States of America, the United States of America will retain ownership of a portion of the property and will eventually be the sole owner of 44 acres of the property unencumbered by the ground lease.

The applicant respectfully requests this Board grant all of the variances sought. This is a unique opportunity for a public-private partnership to function and to provide needed

housing both in the military and private sphere without cost to the taxpayers and in accordance with the provisions of the 1996 Defense Authorization Act. The conditions arising since September 11, 2001 have occasioned the request for the principal variances. The applicant and the Department of the Navy ask this Board to consider the application in that light and to grant the request for all of the variances sought.

JRL/ef/173091
08854-48958
8/22/02

file

NEW WINDSOR ZONING BOARD OF APPEALS

2-1-34.2

-----x

In the Matter of the Application of
GMH MILITARY HOUSING, LLC

MEMORANDUM OF
DECISION GRANTING

AREA VARIANCES

#02-48.

-----x

WHEREAS, UNITED STATES OF AMERICA, owners, and **GMH MILITARY HOUSING, LLC**, as developers of property at Stewart International Airport, have made application before the Zoning Board of Appeals for: Lot #1-2,908 sq. ft./unit (density), 15 ft. street frontage, 3,708 sq. ft. minimum floor area for 1 bedroom unit, 3,960 sq. ft. minimum floor area for 2 bedroom unit; and Lot #2-33 ft. rear yard and 15 ft. street frontage for construction of a residential housing project at Stewart Terrace, 1104 Clark Street, in an AP zone; and

WHEREAS, a public hearing was held on the 9th day of September, 2002 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared by Bernard J. Sommers, Esq., of counsel to Drake, Sommers, Loeb, Tarshis & Catania P.C., Paul Hannon of GMH Associates, Inc. and James Sperry of BL Companies on behalf of this Application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in favor or opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a commercial property located in a neighborhood of commercial properties on lands of and directly adjacent to Stewart International Airport.

- (b) This lot is currently used as military housing for personnel stationed at Stewart International Airport.
- (c) Applicant proposes to develop the property into two lots. Lot #1 is proposed to be developed for housing offered for rent to the general public. Lot #2 is proposed to be developed for housing for military personnel stationed at Stewart International Airport.
- (d) Certain security considerations have been advanced by the Department of the Navy, which will operate the military housing (Lot #2).
- (e) The property is currently occupied by approximately 299 family units housing military personnel stationed at Stewart International Airport. The developer in cooperation with the Department of the Navy seeks to replace existing military housing with new quarters and also to provide rental housing for a public.
- (f) Security considerations imposed on the developer by the Department of the Navy reduces the size of the parcels that are available for rental to the public, thus generating the instant application for the variances on Lot #1.
- (g) No use variance is applied for or required since the property has been used for residential purposes since prior to enactment of the Zoning Code of the Town of New Windsor.
- (h) No substantial change in the use of the property would be created by the granting of this variance since the property has been used since approximately 1960 for multiple residence housing.
- (i) The Applicant proposes to develop the units so that there will be 36, one-bedroom, one-bath units, each containing 497 sq. ft.; 72 two-bedroom, one-bath units, each containing 945 sq. ft.
- (j) The plan as proposed calls for re-erection of new housing units in approximately the same location as the units are presently situated. There will, therefore, be no substantial increase in the non-conformity of the property with respect to setbacks.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variances requested are substantial in relation to the Town regulations but nevertheless are warranted.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variances are granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variances are appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variances.

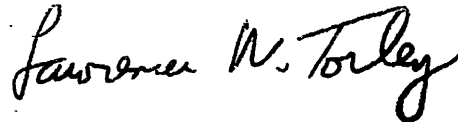
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT requests for area variances as indicated in the first paragraph of this decision for construction of a residential housing project at Stewart Terrace, 1104 Clark Street in an R-5 zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: November 25, 2002.



Chairman

FORMAL DECISIONS:

1. GMH MILITARY HOUSING

MR. KANE: I move we accept the formal decision as written.

MR. MC DONALD: Second it.

ROLL CALL

MR. KANE	AYE
MR. REIS	AYE
MR. MCDONALD	AYE
MR. TORLEY	AYE

MR. TORLEY: Motion to adjourn?

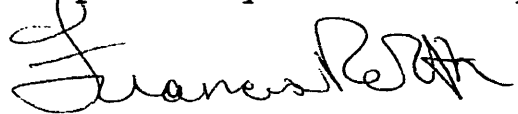
MR. REIS: So moved.

MR. KANE: Second it.

ROLL CALL

MR. KANE	AYE
MR. REIS	AYE
MR. MCDONALD	AYE
MR. TORLEY	AYE

Respectfully Submitted By:



Frances Roth
Stenographer

Date 7/12/02

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO 100 N. Drury Lane DR.

DATE		CLAIMED	ALLOWED
9/9/02	Zoning Board Mtg		75.00
	Misc - 2		
	Graham - 3		
	Dravecky - 3		
	Sturtz - 7		
	Colm H - 15	67.50	
	<u>30</u>		135.00
			<u>210.00</u>

PUBLIC HEARING

GMH MILITARY HOUSING, LLC

Bernard Sommers, Esq., Mr. Jim Sperry and Mr. Paul Hannon appeared before the board for this proposal.

MR. TORLEY: Referred by Planning Board for Lot #1 - 2,908 sq. ft./unit (density), 15 ft. street frontage, 7,920 sq. ft. minimum floor area for 1 bedroom unit, 3,960 sq. ft. minimum floor area for 2 bedroom unit; and Lot #2 - 33 ft. rear yard and 15 ft. street frontage for construction of a residential housing project at Stewart Terrace, 1104 Clark Street. Is there anyone in the audience besides the applicant who wishes to speak on the matter?

MS. CORSETTI: For the record, Mr. Loeb's office sent out four, only four notices that were on the list to adjacent property owners and we haven't received anything back.

MR. TORLEY: I think you gentlemen have set a record, that's the smallest number of letters I think has ever gone out.

MR. SOMMERS: Well, we have the airport on one side. I will be guided by your request or recommendation, I assume that all members of the board have a copy of the full application? Attached to the application is a Schedule A, which is really a narrative of this whole proceeding and what's involved with this property and I will read pertinent portions of it into the record, if you so desire. I mean, I would prefer to do that so that the record has it. So may I proceed that way?

MR. TORLEY: Certainly.

MR. SOMMERS: Then if the board has any specific questions, you can address them to either Jim Sperry from the BL Engineers or to Paul Hannon from the developer, GMH. Okay? Well, the applicant is GMH Military Housing, they are located in New Town, Pennsylvania. And GMH is applying for variances in connection with a residential housing project which it

seeks to construct on lands presently owned by the United States of America. The property is located at 1104 Clark Avenue in New Windsor and consists of approximately 70 acres.

MR. TORLEY: 7-0?

MR. SOMMERS: 7-0 acres. The United States of America acquired the 70 acres along with other lands in January of 1957. In 1960, the United States of America constructed military housing on the property. At present, there are 299 existing family housing units of variance types, including detached and attached housing. Those units are presently occupied by Marine Air Group 49 Detachment B and other military units including the Air National Guard. In 1996, the Defense Authorization Act established a program under the terms of which each of our military departments, Department of Army, Department of the Navy, in our case the Department of the Navy was permitted to work with the private sector to replace existing military housing with new quarters. The Act provided the mechanism for a public private venture, the Department of the Navy and GMH. In New Windsor, the Department of the Navy will partner with GMH. The Navy will provide the land and GMH will construct new military housing together with market rate private rental housing. At the end of 50 years, the land, excuse me, the 171 military homes will revert to sole ownership by the United States of America. During the 50 year period, the Department of the Navy will be a partner of GMH and will be directly involved in running the private housing. As originally envisioned, this entire project was proposed to be constructed on the lands to be conveyed and ground leased to GMH by the United States of America consisting of approximately 70 acres. However, as a result of September 11, 2001, and the need for heightened security, the Department of the Navy is now requiring that it have more control over the area designated for military housing and as a result, the property must be subdivided. GMH has made an application to the planning board for subdivision approval. The development of the property as one parcel might have avoided many of the variances sought, and you understand that we are, tonight we are seeking

area variances and I will be specific about those in a moment. There is no use variance being sought, so it might have avoided many of the variances sought, including the density variance because the property must be divided into two lots, and since the preferred subdivision lot line creates a larger parcel for the military housing on lot 2, this is the military housing, and the private housing on lot 1 does not meet the density requirement. In addition, GMH will enter into a 50 year ground lease for the 44 acre parcel, excuse me, I have to go back for a minute. GMH is going to acquire an interest in 25.74 acres of the 70 acre parcel and will own the 25.74 acre parcel jointly with the Department of the Navy. At the end of 50 years, GMH will become the sole owner of that parcel. The property is in the R-5 District which requires 7,000 square feet per living unit. Lot 2 consists of slightly over 44 acres with 171 units producing a density calculation of 11,225 square feet per unit. Lot 1 reduced in size in order to enlarge the military housing lot consists of 25.74 acres with 264 units and a density calculation of 4,247 square feet per unit. A variance of the density requirement is sought for lot 1. The R-5 District requires a minimum of 15 feet of street frontage, neither lot 1 nor lot 2 meets this requirement. The property was developed in 1966 with access over Clark Street, a private road, and there is no street frontage as it is traditionally known. This property has been used for housing since 1960 and is a pre-existing use. The applicant requests that as to both lots 1 and 2 this pre-existing use be recognized and affirmed by this board by granting a variance from the 15 foot requirement for both lots 1 and 2. The R-5 zone requires a minimum living area of 1,000 square feet for each dwelling unit. That will be met in the military housing proposed for lot 2 and 60 percent of the units to be developed on lot 1 will meet that requirement. Thirty-six of the 264 units are one bedroom, one bath units, each containing 780 square feet in size. And as to those units, the applicant requests a variance of 7,920 square feet, that would be the total for all those units. Seventy-two of the units will be two bedroom, one bath units, each 945 square feet in size and as to that unit, as to those units, the applicant requests a variance of 3,960

square feet. Finally, as to lot 1, the military housing, the R-5 District requires a 100 foot minimum rear setback. Not more than 9 of the 170 units proposed for the military use housing will intrude on the minimum setback and the maximum variance sought there is 33 feet. At the greatest area of intrusion there will be a minimum of 67 feet to the rear property line so that is what's being sought. As you know, the Town Law requires that the Zoning Board of Appeals take into consideration the number of factors in making its determination on the variances sought by the applicant. In particular, we must show that the benefit to the applicant if the area variances are granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community will not be, you know, overwhelmingly in favor of the applicant and against the interest of the community. We respectfully submit to the Zoning Board that the granting of these variances will not be detrimental at all to the health, safety and welfare of the neighborhood or community, as a matter of fact, will further enhance what's already there. The property has been used for multiple residence housing by members of the United States Armed Forces since 1960. The project proposed by the applicant permits the replacement of the existing units which are sadly in need of upgrading together with the development of market rate rental housing, which is also needed in the community. This type of public private venture is on the cutting edge of how government and the private economy can and should cooperate to provide needed services and here new military housing at no cost to the taxpayers. In fact, in this instance, the taxpayers will acquire ownership of the military housing for no additional cost at the end of the 50 year period. The first determination that the board must make is whether an undesirable change will be produced in the character of the neighborhood or detriment to nearby properties created by the granting of the variance. Clearly here what the applicant seeks to do here is to continue the pattern of use which has existed on this property for more than 40 years. Rather than creating a detriment or undesirable change, the applicant will be upgrading the improvements on the property. The second consideration for the board is whether the benefits sought can be

achieved by some method feasible for the applicant to pursue other than the area variance. The principal variance sought relates to the density calculation on lot 1. That has been brought about by the requirement by the Department of the Navy that the property be subdivided. Although the density variance sought could be reduced if a less rational property line between lots 1 and 2 were drawn, the New Windsor Planning Board directed that the applicant present both the proposed subdivision lines to the zoning board. The zoning board selected the more rational line between the military and non-military housing.

MR. TORLEY: When did we do that?

MR. SOMMERS: I think that's the planning board, it was discussed, we showed--

MR. TORLEY: Do you have S1?

MR. KANE: 1A.

MR. SOMMERS: It was discussed in August, we had both plans here.

MR. TORLEY: The zoning board takes no action without a public hearing.

MR. SOMMERS: I stand corrected, the planning board selected the more rational between the military and non-military housing which has necessitated a greater density variance for the private housing.

MR. TORLEY: Takes out the jog.

MR. SOMMERS: Yes. Again, the overall density if the property were developed as one 70 acre parcel would be ten square feet per dwelling unit shy. The remaining variances are more run of the mill, such as the 100 foot setback for rear yard where the nearest improvement is 67 feet from the rear yard. The applicant submits there is no other way feasible for this project to be developed and to achieve the development necessary to result in the new housing both military and public. The third area of inquiry for the

board is whether the requested area variance is substantial. Again, the only substantial area variance we requested is the variance for lot 2, which exceeds the 7,000 square foot per unit requirement, but that figure comes about for two reasons. The first being the requirement that the property be divided into two lots and a minimal variance of 4,243 square feet would be necessary and the second being the selection of the subdivision line creating a much larger lot for the military housing. The fourth area of inquiry for the board is whether the proposed variance will have an adverse affect or impact on the physical or environmental conditions of the neighborhood. Instead of an adverse affect, we submit the granting of the variance will permit the construction of new housing, both military and private and will result in the removal of existing outmoded an obsolete housing presently available for the members of the armed forces. Finally, the last issue is whether this difficulty was self-created. Property exists and has been developed by the United States of America, which is exempt from the Town of New Windsor Zoning Regulations. It is in addition a pre-existing use to the effect that it's been used as housing prior to the adoption of zoning by the Town of New Windsor. While sole ownership of a portion of the property will devolve for a number of years from the United States of America, the United States of America will retain ownership of the portion of the property and will be the sole owner of 44 acres of the property unencumbered by the ground lease. For all of those foregoing reasons, we respectfully request the board to grant all of the variances requested. This is a unique opportunity for public private partnership to function and to provide needed housing both in the military and private sphere without cost to the taxpayers and in accordance with the provisions of the 1996 Defense Authorization Act. The conditions arising since September 11, 2001, two days from now anniversary have occasioned the request for the principal variances. The applicant and the Department of the Navy ask this board to consider the application in that light and to grant the request for all of the variances sought. Thank you very much. And again, if you have any questions, you can direct them to me, to Jim or to

Paul.

MR. TORLEY: Question, maybe I misheard you, each of the apartments in the rental market exceed 1,000 square feet or did I misread you?

MR. SOMMERS: I think you misread.

MR. BABCOCK: No, they won't, that's the first.

MR. TORLEY: Living area will be 1,000 square feet each in lot 1 and 2?

MR. SOMMERS: No.

MR. TORLEY: That's what sheet S1A says, minimum living area required 1,000 square foot each, lot 1 provided 1,000, lot 2 provided 1,000, no variance requested.

MR. BABCOCK: Mr. Chairman, the referral we did from the planning board doesn't have that information on it either, I was just trying to go through that. Maybe that's something that came up through the--

MR. SPERRY: It is, Jim Sperry with BL Companies, the civil engineers. In fact, that's exactly what happened, the calculation for the floor area which from the civil engineer's standpoint, we haven't been directly involved in but became evident during the process so that prior to actually the application was submitted, the thousand foot came into the picture so our original plan was to have the planning board look at it and does indicate the thousand foot minimum area.

MR. TORLEY: What's wrong with making 1,000 square feet?

MR. SPERRY: Probably ask Paul to jump in, I think it's a matter of the, as the project is going to go, the economics become difficult and I think the way the units have been designed, they're mixed, they feel it's going to be necessary.

MR. HANNON: The reason the one bedroom units, the reason they're under 1,000 square feet is because we

went out and did a very thorough competitive analysis within the marketplace, we went over to the Avalon Project which I think is very upscale kind of, another kind of image that we want to portray. We went over to the JPI Project, which is just across the river as well but they're both upscale communities. And we wanted to design a facility that will be competitive with them and to do a one bedroom unit over 1,000 feet would just, it's just not feasible and quite frankly, would not put us in a very favorable competitive position because everything that we have seen, everything in the market, our entire market analysis have been less than 1,000 square feet, the one bedroom units.

MR. TORLEY: But how big are the one bedroom units then?

MR. KANE: Take a look at page, technically, it says the top of the second page, gives you a breakdown under lot 1 application for the variance.

MR. SOMMERS: Page 3, there will be 36 of the 264 units are one bedroom, one bath units each containing 780 square feet in size and as to those units, the applicant requests a variance of 7,920 square feet, in other words, that's just taking 220 times the 36 units, 72 of the units will be two bedroom one, bath units, each 945 square feet so there you need 55 square feet per unit. And total of 3,960 square feet.

MR. TORLEY: Mike?

MR. BABCOCK: What's the total unit count?

MR. SOMMERS: 264.

MR. BABCOCK: Out of the 264, 72 will be two bedroom, 36 will be one bedroom the remainder will be three bedroom?

MR. SOMMERS: I assume that's correct, yes.

MR. TORLEY: Now, my recollection is that we have not granted many or even very few variances for below minimum living area.

MR. BABCOCK: One.

MR. TORLEY: Others were caretaker's apartment for existing buildings. Speaking personally, I've got no problem with the setback, the project is a good idea, at setbacks are reasonable dense, it's a little high, but I can live with that because of the open space around it. My questions are primarily on the living area and second, I appreciate the services are satisfied with the security arrangements, if they're happy with that that satisfies me. But I am concerned about your cramming in the substandard size apartments.

MR. HANNON: The only reason, the only true reason is because of the, what the competition has out there, not only some of the apartment complexes that are in the Town of New Windsor which we're not going to build a similar facility to some of those that are out there, we really want to be luxury, we're the upper scale but we're trying to develop units that are exactly what our competition has in the luxury marketplace.

MR. TORLEY: Luxury apartments that are 708 square feet?

MR. HANNON: Yes.

MR. TORLEY: In this town? I don't care about other towns.

MR. HANNON: I can show you several for the one, two and three bedroom that are all smaller than what we have right now.

MR. TORLEY: In the Town of New Windsor?

MR. HANNON: That's correct.

MR. TORLEY: That would be interesting because they'd be illegal unless they were built before.

MR. HANNON: They were their C product, they were probably built in the '50's, '60's, they're older apartment complexes.

MR. TORLEY: Again, that may have been and seeing those apartments may have been one of the reasons that our Town Board, remember, we're granting, we're required to grant minimum possible variances and the Town Board has decided that it's in the best interest of the zoning in the town that apartments be 1,000 square feet or larger.

MR. SOMMERS: For any size apartment?

MR. TORLEY: Minimum living area is 1,000 square feet, I don't know of any zone where it's less than 1,000.

MR. HANNON: One of the other reasons as well again we're trying to be, we're trying to promote what the luxury competition has in the area and due to relationship if I can step over here as well, if you look at the relationship that we have between the military portion, which is here and the market rate portion which is here, site 1, we're not just looking at it from the perspective of two different uses here. One of the issues that we have while the Navy will be the owner of this for the 50 year piece and we'll both be owners, the Navy and GMH military housing will own the market rate piece. There also would be significant cash flows going from this piece over to this piece and the reason is because not only are we going to rebuild each and every one of these homes that are over here right now, but we're going to maintain them in a fashion so that 50 years from now, they will not look like they presently do. So there will be some significant cash flow moving from this piece over to this piece. The market rate piece will heavily subsidize the military piece. Presently, the average rate for allowance for housing that the Navy provides the service members here is approximately right around \$900 per month. If you look at a weighted average for the grade and also obviously the size of the family and the, if you look at the \$900, there's really not a lot that \$900 can buy in this marketplace right now. So we're shifting some significant dollars from the market rate piece to the military piece and again, it's just an issue of trying to deal with the economics of the situation.

MR. TORLEY: And the economics of the situation are so balanced that if you made those 100 out of 300 units, well, the one, the two bedrooms that are 945 square feet that's a small variance request, but going from 1,000 to 780 is a big variance request, are you telling me that the economics of this are so finely poised that changing one bedrooms to bring them closer to 1,000 square feet would cabosh the project?

MR. HANNON: It would make it extremely difficult but again, it's just a function of the business as well our function I should say of the residents as well. Again, we're trying to be, we're trying to with the luxury market, we're trying to pick what the competition has and I think to build the additional 780 to 1,000 square feet, the additional 220 square feet I think would put us at a competitive disadvantage.

MR. TORLEY: Do you guys have any questions you want to ask?

MR. KANE: Not at the moment, no.

MR. RIVERA: The one bedroom 380 square foot or 780, is that for a senior citizen type person or--

MR. HANNON: No, no, that's for the general public. I have done quite frankly in a previous life I have actually done a lot of assisted living in retirement communities, the typical one bedroom units in a continuing to care retirement community is closer to 600 square feet, maybe as high as 640 square feet. So again, this is a totally different use. This would be for a single person or a married person but it would be, it is in fact a one bedroom, one bath unit for the general public.

MR. SOMMERS: I can tell from you personal experience that from the past few years my wife and I have been fortunate enough to have been able to spend some time in Florida and what they call a two bedroom two bath unit and it's just over 1,000 square feet they're small but they are units that are smaller and I would envision that as Paul said that a one bedroom unit would perhaps be used by somebody who could afford a

decent market rental who lives alone or a couple starting out who don't spend a lot of time at home, they're working and waiting to buy their first home in a nice area of the Town of New Windsor.

MR. TORLEY: This occurred to me when you mentioned senior citizen, we have no requirements that any of these are set aside for assisted living or senior citizen housing?

MR. BABCOCK: No.

MR. TORLEY: I figure you would have caught that but just doublecheck.

MR. SPERRY: We meet handicapped accessibility requirements. Just wanted to point out one thing that we're talking about just about the units, we need to talk about the community as well, recognizing that yes, these are one bedroom units are a little bit smaller, we have to remember that in the community what we're trying to do here is create open play areas, we're going to have a fairly substantial clubhouse building that is in fact it's centrally located with pool and just a, where we have lots around it so as to the project we're trying to create some of the nice exterior spaces.

MR. HANNON: This is the community center which will be under 3,400 square feet.

MR. SPERRY: Amenities raise it up to a higher level and help create a community that they can live in besides the apartment itself which again is a part of the military site as well doing the same thing so we have space available on that side as well.

MR. TORLEY: There are no plans to convert Clark Street to a public street? If that was done then all your road front goes away.

MR. SPERRY: No.

MR. SOMMERS: No plans.

MR. TORLEY: Remain as a private road?

MR. SOMMERS: Yes.

MR. TORLEY: And at this point, I will open it up to the audience. Anybody in the audience that wishes to say anything? If there are no comments from the audience, I'll close it back up and back to the board.

MR. KANE: I don't think 36 units out of 264 even though the numbers are extreme is a bad proportion under these circumstances and what we're doing with it.

MR. TORLEY: Okay.

MR. KANE: Since we do take each individual thing as its own unique situation, I don't think we set a precedent with it.

MR. SPERRY: One more point so you have a better understanding of the whole project, look at the, some of the site planning issues that we're dealing with, but the cost of the project, the infrastructure throughout a lot of the project is in very poor condition. And in fact, the information wasn't as readily available as we would have liked to have had it, we had to take a hard look and plan to do upgrades and replacements that were not a part of the original program. We have added and in fact even to the extent that to determine what the military housing some of this can happen in phases, won't happen initially because of the costs, sanitary, for example, one that we really have to address and we're working with the town as you may be aware to replace some of these but within the market area, the sanitary and a lot of the water, almost all will have to be taken out and redone, we're hoping to utilize more of the construction but to come up with the community areas that we want and meet some of the criteria, we need for the new building code requirements for as far as safety, we have to do that. So point is that the economics of this thing got a lot more difficult as we got into it and we said how can we keep these to tie in and a good product in line with the competition as Paul said so the cash flow can work to make this side work.

MR. KANE: I heard you say about the infrastructure, you're going to take care of problems that may develop from water runoff?

MR. SPERRY: In fact, what's indicated, if I can, part of the proposal there's no provision for storm water management on the site, everything is collecting, goes into the stream, we have to deal with it and that's going to be at several levels. We're going to have some isolated levels within the military site and the market rate so we'll be doing that.

MR. SOMMERS: All this is being done with private money, no public money.

MR. TORLEY: Couple of minor bookkeeping issues so you don't have to do this again, the requirements for parking spaces for the apartments are all met? I don't see any on your zoning information. I know we have requirements on the parking spaces for apartments.

MR. BABCOCK: They're not asking for a variance for that.

MR. SPERRY: We'll meet the requirements, we're still, just to understand, fine tuning these areas right now. Our parking regulations are expanding and contracting but we will meet requirements.

MR. TORLEY: You're not requesting any variances from parking?

MR. SOMMERS: Correct.

MR. SPERRY: I wanted to clarify one of the other questions just for the record, we will show that the hundred foot setback again is a pre-existing thing we're putting the units up there essentially right where the existing ones are.

MR. TORLEY: Gentlemen, do you have anything or problems you want to catch before you proceed because we don't want to have you guys do this again?

September 9, 2002

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MR. SOMMERS: Thank you.

MR. TORLEY: If not, entertain a motion on this matter.

MR. KANE: I move that we approve the requested variances by GMH Military Housing as written.

MR. RIVERA: Second it.

ROLL CALL

MR. RIVERA AYE

MR. KANE AYE

MR. TORLEY AYE

MR. SPERRY: Thank you very much.

Date 9/9/02

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
9/12/02	Zoning board Mtg		75 00	
	Mrsin - 2			
	Sturtz - 1			
	Lebron - 1			
	Raden - 1			
	Com H - 8	\$36.00p		
	Hiley - 3	Lawrence W. Torley		
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GMH MILITARY HOUSING LLC

Richard Drake, Esq. and Mr. James Sperry appeared before the board for this proposal.

MR. KANE: Request for unit density variances, Lot #1 - 15 ft. front yard; and Lot #2 - 33 ft. rear yard for construction of military housing at Stewart Terrace in an R-5 zone.

MR. DRAKE: My name is Richard Drake from Drake, Somers, Loeb, Tarshis and Catania, attorneys for the applicant, GMH. This parcel that we're talking about presently exists off of Route 207, just west of the airport, it's the military housing. It's been there for years and years and years. What has happened is that the government has taken these old military housing areas and some have been given to the Department of Navy, some have been given to the Department of Army, each one to work in conjunction with a civilian development company such as GMH. And this parcel of property has been this and other properties in there has been rezoned effective July 2 from a, I think it was an R-3 to an R-5, so it's presently zoned R-5. The property is owned in partnership with the Department of Navy, with GMH and after 50 years, well, first of all, the lot number 2 on the proposed subdivision map is the military portion of the property and it's proposed that there be 171 attached military units. After 50 years, that will revert back to the Department of Navy. Lot number, I hope I said that right, lot number 2 is 171 units for military and lot number 1 consisting of proposed 264 high end rental units would remain in ownership without reverting back to the Department of Navy but will remain in ownership between the Department of Navy and GMH after 50 years. These plans, various versions of them have been submitted to Mark Edsall, the engineer, and to the planning board and the planning board had approved one plan that had, and I'm going to let Jim--

MR. KANE: You straightened out the lot line.

MR. DRAKE: Yes, we have straightened out the lot line, by straightening out the lot line, we were asking for a

little bit more of a density variance but the thing just works better.

MR. KANE: Looks cleaner.

MR. DRAKE: Now, at this point, I'm going to give you Jim and he will explain just what it is that we want you, we'd like you to schedule us for a public hearing.

MR. SPERRY: My name is Jim Sperry with BL Companies, we're the civil engineers for the project. Real quickly, let me run you through two plans, show you how we got where we are tonight and what we're requesting if we can look at this one first, work with the planning board, we went through a few iterations on how this might go. We want to start out first, the project started out not requiring a subdivision. As 9-11 came and went because of the heightened security and there's a need to have a level of control and perimeter of the housing right now so hence the need to have more control on their portion of the site, in an attempt to minimize our request, we want to step back for a minute. We started out with a total of 699.818 acre parcel, if we utilize that, take the unit count as we have it right now, it's in compliance right on, all right, run the numbers, take the survey computations, it's there, that's the way we approached the project initially. As we got into it and the need request really from the Department of Navy we really have to subdivide this so we can have this level of control. We started to work with it and said we have a problem. This was essentially what we submitted to the planning board as close, we felt as we could come to minimize the need for a variance from the lot 1 area and military site maintains in compliance and in fact we're over it for the requirement per unit and we're about 1,800 square feet shy in this particular area. The planning board looked at it and said because of the fact we're playing with a line on paper here, it's not going, we'd rather have the quality of the project, let's put the line where it is, makes sense because we need a variance anyway. We went back and working on this again with the security issues we have to deal with right now, we reconfigured our submittal and the board said straighten the line out. We went back and

adjusted the line, we set it in compliance with all of our setback criteria and we established this line, added about a thousand square foot per unit to the level but there's a total as it stands now without the subdivision lot, it's in compliance. There are actually three actions that we're looking for out of this, working with Mark, we recognize that with this zoning change, some of the setback requirements change from R-3 to R-5, we now have, if we don't do anything at all, a pre-existing, non-conforming condition in two areas, one is a total of five units, excuse me, a total of nine units along this portion of the military housing that are in noncompliance, they are outside the hundred foot required rear yard setback, we're proposing to put it right on top of where these units are, we have five units and we have pulled in as far forward as we can, still trying to maintain a driveway unit so they have a usable drive. What we're doing is building the pre-existing condition and reduce the level of non-conformity but it is pre-existing, non-conforming. The other issue that came to light--

MR. KANE: How many feet do you need?

MR. SPERRY: 100 feet setback is what's required.

MR. KANE: You need 33.

MR. SPERRY: Exactly. The other is the fact that this parcel has been in noncompliance as far as street frontage requirement, ordinance requires 15 foot of street frontage, parcel doesn't have any. It exists here through an access easement from the Metropolitan Transportation Authority, that's been established, we don't know how long, it was originally built in the late '50's, early '60's, somewhere in the timeframe when this was established. Right now, there's no street frontage. My understanding this board I want to try to tighten it up so what we're asking for relief for pre-existing, non-conformance here, this situation is again we pulled it in, we're going to maintain the level of non-conformity so simply we're asking for the relief for the calculations necessary to subdivide this portion of it in order to give the military the ability to at the level of security and control as they call it

on the perimeter that they need. Before 9-11, this had been an open community, it has been for years and we'll be doing initial recap work for the project, come and go, drive through. Typically, now we have to go through the Red Rivers Program of rearranging and going through the security check points that they have right now, in fact, you're limited at that point to one ingress egress off Clark, this Clark Street extension that was there is completely barricaded off, so we can see what's happened since 9-11.

MR. KANE: So on the lot 1 variance, you need 1,800?

MR. DRAKE: 1,812.

MR. SPERRY: Our request is actually for 2,908.

MR. KANE: That's going to change.

MR. SPERRY: At the recommendation of the planning board.

MR. KANE: And you still need the 15 foot frontage on the lot 1 area?

MR. SPERRY: Lot 1 and lot 2.

MR. KANE: Then lot 2 is 15 frontage and 33 on the rear.

MR. SPERRY: Exactly and again we're only asking for that request.

MR. KANE: To clean that up at this point.

MR. SPERRY: Exactly.

MR. KANE: Steve and Mike, on the back of your new agenda, you'll see the minutes from the planning board so you can peruse that at your leisure.

MR. BABCOCK: Just so that there's no misunderstanding about the 1,812, there's a denial here for both plans, the 1,812 is the one with the crazy lot line.

MR. KANE: We already have a denial.

MR. BABCOCK: For the 2,908 is for the lot line that the planning board requested.

MR. KANE: Thank you, any other questions, gentlemen?

MR. REIS: Yeah, one second.

MR. RIVERA: Just wanted to ask what the property--the government is going to remain ownership of lot 2?

MR. SPERRY: Yes, throughout the entire project, the Department of Navy will have ownership clearly on this portion but they're also in partnership on the market rate section so they're involved in the property all the way through so essentially, you'll have the same owner.

MR. REIS: Michael, this whole site is located in an R-5?

MR. BABCOCK: Yes.

MR. REIS: And the density satisfies the R-5?

MR. BABCOCK: Yes, on the overall project, once they put the line in that the military's requesting creates these situations.

MR. KANE: That changes lot 1.

MR. REIS: Right.

MR. BABCOCK: When they went back to the planning board, they had the lot line which they took for advantage to make lot 1 as big as they could, planning board said it's a crazy looking lot line, if you need a variance, you don't need a variance, if there was no lot line, but since you're putting a lot line in, put one in that makes sense and get a variance.

MR. DRAKE: You can see by putting in, by making this lot line straight, you have this open area which you didn't before it's far less than that.

MR. KANE: Makes more sense, even though you have to go for a bigger variance.

MR. SPERRY: Just recently came into this even after the submission working with the board, guidelines, more than guidelines, they're mandated that military facilities, housing units, they have to be designed so you can't discuss the setbacks and some of the things that they have, but makes it very difficult if we had to go back to this scenario because of the fact that we now have a perimeter line much more invasive within their area, it's a real issue now because they feel they can't properly protect their folks. So it can be more of an issue, we were struggling, right now, there's going to be a clubhouse on the military side and because of the nature of that structure and it's, the inherent use you can have more folks, we had to do it, even more stringent. So on the perimeter, we had to work with those, they have nothing do with planning and zoning issues, but they do speak to perimeter lines so that again is just part of the, just all comes into the security issues that are involved in our design that we have to deal with.

MR. REIS: Just for information purposes, lot 2 is going, I understand it's not a question as far as you need a variance for just for informational purposes, what's the density?

MR. SPERRY: We've got a table on the plan lot 1 right now we have density of 4,000, excuse me, lot 2 we have 11,465 square foot per unit, code calls for 3,000 square feet so substantially over the area requirement per unit.

MR. REIS: How many units?

MR. SPERRY: We have 171 units in lot 2.

MR. REIS: Lot 1?

MR. SPERRY: 264.

MR. REIS: Lot 1 is strictly for civilian use, is that

accurate?

MR. SPERRY: It's designed for as a high end rental facility.

MR. REIS: For the public?

MR. SPERRY: Exactly.

MR. REIS: And/or military?

MR. SPERRY: Could be some military, could be, typically as they are today.

MR. REIS: And lot 2 is strictly military?

MR. SPERRY: Absolutely.

MR. REIS: What's their proposed use for is that Clark Street, Clark Avenue?

MR. SPERRY: Clark Street.

MR. REIS: Is that going to be opened up for egress ingress?

MR. SPERRY: The way this is being done too is that the roads within this entire project will remain as private roads. Any improvements that we're doing we're designing closer to the town road standard because some of these are substandard but they're going to remain as private roads and but we'll have this general public access into these units through Clark and we're trying to use the interior streets that are there as well and they'll be accessed into the various parking areas. In fact, we're fine tuning the layout of these, we're trying to get more of a community feel into the units so we're utilizing the road network more as internal network.

MR. REIS: Thank you.

MR. KANE: Any further questions?

MR. REIS: No. Accept a motion?

August 12, 2002

12

MR. KANE: Yes, I will.

MR. REIS: I make a motion that we pass GMH Military Housing, set them up for a public hearing.

MR. RIVERA: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. REIS	AYE
MR. KANE	AYE

OFFICE OF THE PLANNING BOARD - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

Revised
Aug. 12, 2002
#02-48

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

PLANNING BOARD FILE NUMBER: 02-16

DATE: 9 AUG 02

APPLICANT: GMM MILITARY HOUSING
10 CAMPUS BOULEVARD
NEWTON SQUARE PA 19073

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 7 JUNE 02

FOR (SUBDIVISION & SITE PLAN) _____

LOCATED AT OFF NORTH SIDE NYS RT 207

ZONE R-5 *

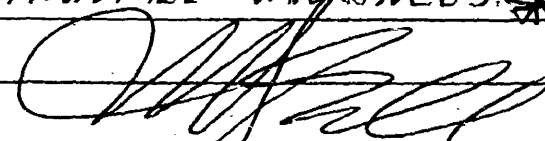
DESCRIPTION OF EXISTING SITE: SEC: 2 BLOCK: 1 LOT: 34.2

* IN PROCESS OF BEING
REZONED BY TOWN BOARD
FROM R-3 TO R-5

IS DISAPPROVED ON THE FOLLOWING GROUNDS: _____

UNIT DENSITY VARIANCE

REAR YARD AND STREET FRONTAGE VARIANCES. *


MICHAEL J. BABCOCK
MICHAEL BABCOCK,
BUILDING INSPECTOR

<u>REQUIREMENTS</u>		<u>PROPOSED OR AVAILABLE</u>		<u>VARIANCE REQUEST</u>	
ZONE _____	USE _____	LOT 1	LOT 2	LOT 1	LOT 2
MIN. LOT AREA	<u>5 ACRES</u> <u>7000 SF PER UNIT</u>	<u>31.4+</u> <u>5188</u>	<u>38.3+</u> <u>9772</u>	<u>1812</u>	
MIN. LOT WIDTH	<u>20 FT</u>	<u>194+</u>	<u>2297+</u>	<u>—</u>	<u>—</u>
REQ'D FRONT YD	<u>30 FT</u>	<u>266+</u>	<u>30</u>	<u>—</u>	<u>—</u>
REQ'D SIDE YD.	<u>0 FT</u>	<u>35</u>	<u>35</u>	<u>—</u>	<u>—</u>
REQ'D TOTAL SIDE YD.	<u>35 FT</u>	<u>35</u>	<u>35</u>	<u>—</u>	<u>—</u>
REQ'D REAR YD.	<u>100 FT</u>	<u>130</u>	<u>67*</u>	<u>—</u>	<u>33*</u>
REQ'D FRONTAGE	<u>15 FT</u>	<u>0*</u>	<u>0*</u>	<u>15*</u>	<u>15*</u>
MAX. BLDG. HT.	<u>35 FT</u>	<u>35</u>	<u>35</u>	<u>—</u>	<u>—</u>
FLOOR AREA RATIO	<u>N/A</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
MIN. LIVABLE AREA	<u>1000 SF</u>	<u>1000+</u>	<u>1000+</u>	<u>—</u>	<u>—</u>
DEV. COVERAGE	<u>50 %</u>	<u>25.1</u>	<u>27.3 %</u>	<u>—</u>	<u>— %</u>
O/S PARKING SPACES		<u>AS</u>	<u>REQUIRED</u>		

*** PRE-EXISTING NON-CONFORMING CONDITION**
 APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
 (914-563-4630) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
 OF APPEALS.

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

OFFICE OF THE PLANNING BOARD - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

PLANNING BOARD FILE NUMBER: 02-16

DATE: 9 AUG 02

APPLICANT: GMM MILITARY HOUSING

10 CAMPUS BOULEVARD

NEWTON SQUARE PA 19073

ALTERNATE
PLAN

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 7 JUNE 02

FOR (SUBDIVISION & SITE PLAN) _____

LOCATED AT OFF NORTH SIDE NYS RT 207

_____ ZONE R-5 *

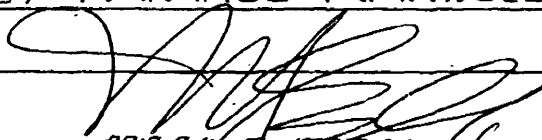
DESCRIPTION OF EXISTING SITE: SEC: 2 BLOCK: 1 LOT: 34.2

* IN PROCESS OF BEING
REZONED BY TOWN BOARD
FROM R-3 TO R-5

IS DISAPPROVED ON THE FOLLOWING GROUNDS: _____

UNIT DENSITY VARIANCE

REAR YARD AND STREET FRONTAGE VARIANCES *


MICHAEL BABCOCK,
BUILDING INSPECTOR

REQUIREMENTS		PROPOSED OR AVAILABLE		VARIANCE REQUEST	
ZONE	USE	LOT1	LOT2	LOT1	LOT2
	5 ACRES	25.7	44.1	—	—
MIN. LOT AREA	7000 SF PER UNIT	4092	11465	2908	—
MIN. LOT WIDTH	20 FT	294+	2297+	—	—
REQ'D FRONT YD	30 FT	266+	30	—	—
REQ'D SIDE YD.	0 FT	35	35	—	—
REQ'D TOTAL SIDE YD.	35 FT	35	35	—	—
REQ'D REAR YD.	100 FT	130+	67*	—	33*
REQ'D FRONTAGE	15 FT	0*	0*	15*	15*
MAX. BLDG. HT.	35 FT	35	35	—	—
FLOOR AREA RATIO	N/A	—	—	—	—
MIN. LIVABLE AREA	1000 SF	1000+	1000+	—	—
DEV. COVERAGE	50 %	30.7	23.7%	—	—%
O/S PARKING SPACES		AS REQUIRED			

~~PRE-EXISTING~~ NON CONFORMING CONDITION
 APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
 (914-563-4630) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
 OF APPEALS.

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

POSSIBLE Z.B.A. REFERRALS

GMH MILITARY HOUSING SUBDIVISION (02-16)

GMH MILITARY HOUSING SITE PLAN (02-17)

GMH MILITARY HOUSING SITE PLAN (02-18)

MR. PETRO: Two lot subdivision for multi-family facility. Mark, do we have to do all this separately or do them all three at the same time?

MR. EDSALL: I think we should ask for the presentation and that may clarify which of the three applications require the referral but we'll consider it one action under SEQRA so I see no reason why we can't consider them altogether at this point.

James Loeb, Esq. appeared before the board for this proposal.

MR. LOEB: Good evening, ladies and gentlemen, my name is James Loeb from Drake, Somers, Loeb, Tarshis & Catania and I'm here tonight for GMH project. I'm accompanied by Nick Safrese (phonetic) from GML, by Carl Schultz, who is the architect and by Chris Navitsky (phonetic) from BLT Engineering and it will be Chris who will present what we have. I think many of you are aware of this project, it's interesting and a very new concept where the United States Government here through the Department of Navy is about to partner with a private company to redo the housing, the military housing at Stewart. This is the first which I'm aware but since I have spoken with these people, I now understand that it is happening across the country at military installations all over the United States, a way of getting private industry to come and rebuild the military housing. And what happens is that the military housing is rebuilt, private industry gets a share at building her market rate rental housing and it partners with here the department of the Navy in that market rate housing as well so that it's a different concept. Certainly is one that I think means that the people who are in the military are going to end up with new housing. It's not going to get it from Congress, it's pretty apparent, so this is how it can be done. This site which you all know has existing housing on

it, military housing, it's going to be divided roughly in half and Chris will go over that. As far as the acreage is concerned, the military housing will be in one site and as to that site, we do not need any variances, the private, the non-military housing market rate housing we're going to need a variance because since 9-11, the military is now requiring what they didn't in the past and that's a division and a secure military presence in the military housing. So we have to have a 2 lot subdivision to separate the military housing and a line is drawn so that the overall density is all right but when we draw the line, we need a variance for the private non-military housing. And Chris can go over the plan and show you the details. What we're proposing is the number of units, living units that meets the new zoning which the Town Board is working on. What we'd like to do is similar to model homes, we'd like to have one unit in the market rate which would not be, would never be occupied, no C.O. would be issued for it, it would be purely and simply a model apartment, so that we would have if memory serves me 263 market rate units and one more which would never be occupied by a family. So that we would have no more living units than the new zone would permit. But the real question is the referral and I hope it's not possible, just truthful to the zoning board so that we can ask them for that area variance where Chris shows, you will show the line in a minute. We prepared site plans, copies of all of this for the board members and copies of the computations which explain why we need that one variance.

MR. PETRO: Jim, before Chris starts, just I want to understand you're allowed 263 units?

MR. LOEB: We're allowed.

MR. PETRO: In the R-5 zone.

MR. LOEB: No, total number of units that we would be permitted is 434, what we're proposing is 434 living units plus a model apartment which would never be occupied.

MR. PETRO: The reason I asked you that why not make it

433 and add the other one? You're basically just squeezing one more in.

MR. LOEB: Well, we're basically producing a model apartment, I mean, if that's going to be--

MR. PETRO: It may trigger another variance.

MR. LOEB: If that's going to be a show stopper, I'm sure that my clients will go back and reconsider it, but I wanted to tell you what you'll see before you tonight, you know, we--

MR. PETRO: Do you agree?

MR. EDSALL: I think the purpose of that unit is more as an office to show the unit, a typical unit, but it wouldn't be an occupied unit so we'd rather have you call it a sales office.

MR. BABCOCK: That wouldn't come into the number count of the unit count.

MR. PETRO: From now on, it's an office. Make your presentation.

MR. LOEB: As I said, it's 433 units and an office.

MR. PETRO: Okay.

MR. LOEB: I misspoke.

MR. NAVITSKY: We have the layout of the proposed site just for your orientation, 207 would be right down here, north is up in this direction, the Little Britain Elementary School would be right over here and the airport would be up in this area. I have in the rendering we have shown the existing road network will remain as is. There will be no new roads put in with this. The roads are not to be dedicated to the township as part of this project. The military housing is in the western half of the project, such as up in this area which will consist of primarily townhouses and what you're referring to as a lower terrace and the upper terrace or the upper portion will consist of

townhouses duplexes and some three single family homes for the upper military officers. What we're referring to as a market rate is the section down here which will consist of a number of apartment, high rent apartment complexes which will vary from 1, 2 and 3 apartments. In each portion of each lot of the subdivision there will be some amenities which will contain a clubhouse, a pool, basketball court and those items along with some lots, I have the breakout of the units here, just so that you can see the numbers if you want to pass them down.

MR. PETRO: After you pass that out, not to cut you short either, just show us where the line is going to go so we can send you to the ZBA.

MR. NAVITSKY: Certainly. The proposed subdivision line would be along this area and basically follow where the approximate tree line is to be, so that would be the subdivision line as broken out. This breaks out lot 1, I believe you're calling the military or the market rate into approximately 32.2 acres with the 263 units, in an area of approximately 5,300 I believe square feet per unit. The military portion or lot 2 will have 171 units at 37.5, I believe thereabouts, which works out to approximately 9,300 square feet per unit.

MR. PETRO: Why the irregular lot line? Are you trying to gain space for the other side?

MR. NAVITSKY: We're trying to maximize what we could down for the market rate to increase that square footage.

MR. PETRO: I'll just make a suggestion that you maybe straighten the line out a little bit and how many variances are you going for, 24, is it 25 units?

MR. NAVITSKY: No, no, the variance will be, yeah, actually, yes, you're right up in that area.

MR. PETRO: So I don't know if it makes sense or not, Mark, you might want to look at it, straighten the line out instead of following that crazy line there cause

all they're doing is trying to gain space on the other side to make the variance less, straighten out the line. If you're going to get a variance, they might give you one for 50 units and you have a nice straight lot line, just something to look at.

MR. EDSALL: Let the ZBA know that you really don't have a problem with the variance being increased if the line is laid out in a more functional fashion.

MR. PETRO: Correct.

MR. ARGENIO: No, makes sense.

MR. PETRO: To follow that crazy line, somebody 300 years from now will say boy, somebody was drunk when they laid that out.

MR. EDSALL: Ask the applicant to prepare one plan which minimizes the variance and the other plan which is the way they prefer to have it which may increase the variance and let the Zoning Board deal with it based on the recommendation.

MR. NAVITSKY: Overall the entire parcel as it is right now, the 69.81 acres will be in compliance but again, it was just the necessity to provide the separation, security purposes.

MR. PETRO: I think the Zoning Board would be inclined to give you, if you're going to get a variance anyway, as long as it's not ridiculous, they would go with that and give it a straighter line, that would be my recommendation anyway. Okay, do you have anything else?

MR. NAVITSKY: No, again, this will be serviced by public water and public sewer, there will be improvements to the existing sewage system out there to address some of the aged facilities.

MR. PETRO: We're way ahead of you by telling you this, sidewalks one side of the road for sure.

MR. NAVITSKY: We've got those.

MR. PETRO: The other road at the end up on the, yes, as it connects in, we need it.

MR. NAVITSKY: Yes, we're working on that and working on an easement, there's about 6 easements which carry that out to Jackson Avenue and those are being researched right now. We have secured four of those in looking at where the others are actually right now but we know that that's a key component.

MR. PETRO: The landscaping and underground utilities.

MR. NAVITSKY: Yes, all proposed.

MR. PETRO: Motion for final approval.

MR. ARGENIO: So moved.

MR. BRESNAN: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board grant final approval to the GMH Military Housing Subdivision, Stewart Terrace. Is there any further discussion? If not, roll call.

ROLL CALL

MR. KARNAVEZOS	NO
MR. BRESNAN	NO
MR. LANDER	NO
MR. ARGENIO	NO
MR. PETRO	NO

MR. PETRO: At this time, you have been sent to the New Windsor Zoning Board for your necessary variances. If you are successful and receive those variances, put them on the plan, you can then appear before this board once again.

MR. NAVITSKY: Thank you very much.

MR. EDSALL: Could you just have whoever made and seconded that motion have it say the subdivision and site plans so that we're referring to all three so if

June 26, 2002

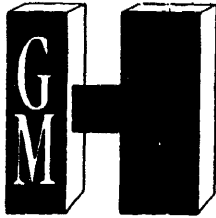
9

we can just have the minutes include all three.

MR. ARGENIO: I made it for all three on the agenda.

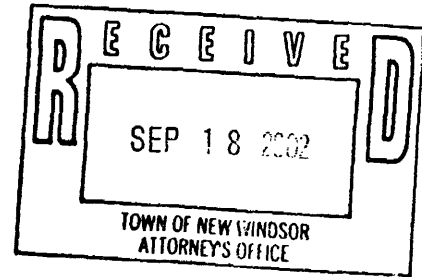
MR. PETRO: Thank you.

MR. LOEB: Thank you. Good night.



GMH Associates, Inc.

September 17, 2002



Zoning Board of Appeals
Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

Dear Board Members:

I am writing to you on behalf of GMH Military Housing, LLC, the applicant for a series of area variances before your Board on September 9, 2002. Among the variances granted was one to permit the reduction in 36 one-bedroom one-bath units from the required 1,000 sq. ft. per unit to 780 sq. ft.

We have had an opportunity to review and revise our plans and are pleased to advise you that the unit size for the 36 one-bedroom one-bath units can be increased to 897 sq. ft., including a deck or balcony which is the exclusive space of each of the units.

Accordingly, we request that the Zoning Board of Appeals on its own motion based upon this letter amend the grant of the variance *nunc pro tunc*, to reflect that the approved minimum size for the 36 one-bedroom, one-bath units be 897 sq. ft.

Thank you for your courtesies.

Very truly yours,
GMH MILITARY HOUSING, LLC

By: *Cl. Smith*

cc: Hon. George J. Meyers, Supervisor
Planning Board, Town of New Windsor
Michael Babcock, Building and Zoning Inspector
Phillip Crotty, Esq.
Andrew Krieger, Esq.

**Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(845) 563-4611**

**RECEIPT
#772-2002**

08/29/2002

**GECC/GMH Military Housing LLC #02-48
10 Campus Blvd.
Newtown Square, PA 19073**

**Received \$ 150.00 for Zoning Board Fees on 08/29/2002. Thank you for
stopping by the Town Clerk's office.**

As always, it is our pleasure to serve you.

**Deborah Green
Town Clerk**



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4631
Fax: (845) 563-4693

Assessors Office

August 15, 2002

4

Drakes, Sommers, Loeb, Tarshis & Catania, PLLC
1 Corwin Court
Newburgh, NY 12550

Re: 2-1-34.2 (GMH Housing)

Dear Sirs:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$25.00, minus your deposit of \$25.00.

There is no further balance due.

Sincerely,

John McDonald
Acting Assessor

JM/lrd
Attachments

CC: Pat Corsetti, ZBA

2-1-15, 2-1-34.1, 32-1-1 & 32-1-11.2

MTA C/o Airport Director
NYS Dept. of Transportation
Stewart International Airport
1035 First Street
New Windsor, NY 12553

2-1-32

New York City Dept. of E P
C/o City of NY Dept. Bureau of Water
Supply OWSL
465 Columbus Avenue, Suite 350
Valhalla, NY 10595

2-1-33

Washingtonville Central School District
52 W. Main Street
Washingtonville, NY 10992

29-1-5.2

NYS Dept. of Transportation
C/o Pat Snyder, Passenger Trans. Div.
Bldg. 4, Room 446, 1220 Washington Ave.
Albany, NY 12232

ZONING BOARD OF APPEALS:TOWN OF NEW WINDSOR
COUNTY OF ORANGE:STATE OF NEW YORK

-----X

In the Matter of the Application for Variance of

GMH Military Housing, LLC,

02-48.

AFFIDAVIT OF
SERVICE
BY MAIL

-----X

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

Patricia A. Corsetti being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside in New Windsor, Orange County, N. Y.

That on the 24th day of August, 2002, I compared the 4 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then caused the envelopes to be deposited in a U.S. Depository within the Town of New Windsor.

Sworn to before me this

____ day of _____, 20____.

Notary Public

Business Points Memorandum

Stewart Family Housing Privatization

Name: A Limited Liability Company to be formed ("Partnership") tentatively named Stewart Terrace Housing L.L.C. (See Exhibit A - the structure chart attached hereto for an illustration of the entities involved in the transactions contemplated hereby.)

Partners in Stewart Terrace Housing L.L.C. are:

Managing Member - GMH Military Housing - Stewart Terrace, LLC ("GMH"), a subsidiary of GMH Military Housing LLC, (which is formed as a LLC with GMH Associates as the managing member).

Non-Managing Member - United States of America acting by and through the U.S. Department of the Navy (the "DON"). The DON's liability to third parties in its capacity as the Member in the Partnership shall be limited.

Subsidiaries: The Partnership will have two wholly-owned subsidiaries organized as single purpose limited liability companies. One such subsidiary will be named Stewart Terrace Military Housing L.L.C. (the "Military Units LLC"). The Military Units LLC will conduct the Military Units Project, as more fully described below. The other such subsidiary will be named Windsor Gardens, L.L.C. (the "Market Units LLC"). The Market Units LLC will conduct the Market Units Project, as more fully described below.

Guarantor: GMH Military Housing Construction LLC under each Design/Build Contract referred to below will be responsible for certain liquidated damages, as more fully discussed below and certain cost overruns to be more fully described in the Design/Build Contract. GMH Associates shall guarantee any payments owed under the operating deficits guarantee. The obligations of the Design Builder shall be guaranteed by an entity acceptable to the DON. GMH will post a letter of credit to provide assurance of their ability to fund any operating deficits owed as more fully described in the "Operations and Management" section below.

Term: The term of the Partnership will be for fifty years. The land on which the Military Units Project will be located will be leased by the DON to GMH and then assigned to the Military Units LLC for a term of fifty years, and the improvements and infrastructure relating to such land will be conveyed to the Military Units LLC for its use during such term. Upon the expiration of such lease at the end of such term, the Military Units LLC will be dissolved and all infrastructure and improvements located on such land will be abandoned in place and will become the property of the DON.

Business Points Memorandum

Stewart Family Housing Privatization

Purpose:

Military Units Project: Design, finance, demolish, construct, own, manage, operate and maintain 171 residential units and associated improvements on a designated government owned site at Stewart Terrace Family Housing Area in New Windsor, NY (the "Military Units Project").

Market Units Project: Renovate units, as necessary, for use by military personnel during the 36-month construction period. Design, finance, demolish, construct, own, manage, operate and maintain 264 residential units and associated improvements on a designated site at Stewart Terrace Family Housing Area in New Windsor, NY that will be owned by Windsor Gardens, L.L.C. (the "Market Units Project").

GMH shall use best efforts in a commercially reasonable manner to obtain all federal, state and local permits, licenses, zoning and other approvals required for construction and operation of both the Military Units Project and the Market Units Project.

At the appropriate point in the development process GMH shall obtain the permits necessary for (a) the commencement of the operation of the existing units after execution of the Operating Agreement; (b) construction activities related to the Military Units Project within 30 days after the execution of the Operating Agreement; and (c) construction activities related to the Market Units Project within 30 days after the execution of the Operating Agreement.

**Conveyance of Existing
Government Owned Units:**

Utilizing the authority granted in Section 2878, the DON will convey to Windsor Gardens, LLC good and marketable fee simple title to land, infrastructure and 128 units constituting the Market Units Project, subject only to title exceptions approved by the parties. Such conveyance shall be pursuant to a Purchase and Sale Agreement acceptable to the parties. Pursuant to a construction phasing plan to be developed by the Partnership, no less than 171 units will be available for occupancy by military tenants at all times during the renovation and replacement of Military Units. The Operating Agreement for the Partnership will contain provisions to be agreed upon by the parties concerning the use of a portion of the cash flow from the Market Units Project for the support of the Military Units Project.

**Privatization of Existing
Government Owned Units:**

Utilizing the authority granted in Section 2878, the Military Units LLC will execute a Ground Lease for all land involved in the Military Units Project for a period of 50 years. Ownership of the related infrastructure and the presently-existing units

Business Points Memorandum

Stewart Family Housing Privatization

simultaneously shall be conveyed to the Military Units LLC. Title to such infrastructure and units will vest with the Military Units LLC until the expiration of such Ground Lease, at which time such title shall revert to the DON. Specific terms and conditions will be stated in such Lease, which shall be agreed upon by the parties and attached as an exhibit to the Operating Agreement and incorporated therein.

It is the intention of the parties that such land may be leased by the DON to GMH and that GMH would then assign all of its right, title and interest to, and liabilities and obligations under, such lease to the Military Units LLC.

Design/Construction of New Units:

Prior to execution of the Operating Agreement, GMH will proceed with predevelopment design and site engineering work necessary to accurately and acceptably represent unit and site quality to the DON as well as reasonable assurance that local government requirements can be met, including approval of all necessary zoning changes. Zoning approval letter is attached as Exhibit B.

The Military Units LLC and the Market Units LLC shall each enter into a separate design/build contract (collectively, the "Design/Build Contracts") with GMH Military Housing Construction LLC, to design and construct all site improvements, infrastructure, housing units and associated improvements together comprising the Military Units Project and the Market Units Project, respectively, for a guaranteed maximum price in accordance with the terms of the Request for Proposal N62470-01-R-00085 as amended (the "RFP"), the GMH proposal (subject to the modifications made in this Business Points Memorandum) and the Operating Agreement to be executed at the conclusion of this period of exclusive negotiations. Substantially complete forms of the Design/Build Contracts, including the date construction will commence and the length of the construction period shall be attached as exhibits to the applicable Operating Agreements.

The Design/Build Contracts shall provide that GMH Military Housing Construction LLC is responsible for the selection and engagement of the Project Architect. A substantially complete form of the Project Architect Contract shall be attached as an exhibit to the Design/Build Contracts.

The Partnership, acting through GMH, shall enter into a contract with an architect (the "Partnership Architect"), other than the Project Architect, to monitor the site development work and all construction of the units and associated improvements; to approve the payment of construction draws; and to confirm that the Military

Business Points Memorandum

Stewart Family Housing Privatization

Units Project and the Market Units Project have been substantially completed in accordance with the requirements of the Design/Build Contracts.

The Partnership Architect may be the architect retained for this same purpose by lenders to the Military Units Project and the Market Units Project. Prior to commencement of site development and construction of the Military Units Project and the Market Units Project, the Partnership Architect shall confirm in writing that the plans and specifications provide for the construction of the Military Units Project and the Market Units Project in conformance with the requirements of the Design/Build Contracts.

All site development work and all construction shall be bonded for the full cost of the work, and a copy of the forms of the bonds shall be attached as an exhibit to the Design/Build Contracts. To the extent permitted by law, the Military Units LLC or the Market Units LLC, as applicable, shall be named as an additional obligee on the bonds.

The Design/Build Contracts shall contain a clause for liquidated damages for delays in completion of the Military Units Project and the Market Units Project, as applicable, caused by the acts or omissions of the design/build contractor in an amount sufficient to reasonably compensate the Military Units LLC or the Market Units LLC, respectively, for the loss suffered by the delay. The scope of the liquidated damages provision shall be addressed during review of the Design/Build Contracts.

All on-site development and construction work associated with the Military Units Project shall be subject to the Davis Bacon Act.

In the event that the parties to either Design/Build Contract agree to a change in such contract that reduces the scope of the work contemplated thereby and thus reduces the guaranteed maximum cost under such contract, the amount by which such guaranteed maximum cost has been so reduced (the "Excess Amount") shall first be applied to pay for the improvements approved by the DON and identified on Exhibit C attached hereto, until such time as such remainder of the Excess Amount has been expended. If there are any remaining funds after the additional improvements have all been made, then those funds will be distributed to the recapitalization account, subject to lender requirements.

Any savings not caused by a change in the scope of work will be distributed as follows: (i) the first 2.5% of the Design/Build Contract amount for both the Military Units and the Market Units to GMH Military Housing Construction LLC; (ii) any additional

Business Points Memorandum

Stewart Family Housing Privatization

savings to be equally split between GMH Military Housing Construction LLC and the Partnership (with the Partnership's portion being earmarked for the Partnership Recapitalization Account).

At the end of the construction period, all excess funds remaining in the construction escrow account that are not considered construction cost savings under the guaranteed maximum cost contract (i.e. income, interest earnings, etc.) shall be considered Partnership funds and shall be distributed according to the cash flow distribution after construction.

Financing:

GMH shall contribute equity to a Partnership construction escrow account. The equity contribution will be in an amount sufficient to fund the construction of the Military Units Project and Market Units Project less any other sources of funds available including first mortgage loan proceeds and interest earnings. Preliminary sources and uses of funds are attached as Exhibit D.

GMH will be responsible for obtaining first mortgage debt financing for the Military Units Project and the Market Units Project upon highly favorable and competitive market terms and conditions available at the time the Operating Agreements are executed, subject to the approval of the DON which will not be withheld or delayed in an arbitrary manner.

GMH shall secure written approval from the lender, prior to congressional notification, for the construction and permanent loan facilities for both the Military Units Project and the Market Units Project. The approval letter shall contain the terms and conditions of the commitment and be subject only to award, such changes as are necessitated by changes in the debt markets between the date of such approval letter and the date of closing and customary closing deliveries and conditions. The terms and conditions under discussion with the lender as of the date hereof are contained in the letter attached as Exhibit E.

Operations and Management:

The Military Units LLC and the Market Units LLC will contract with GMH Military Housing Management LLC (the "Property Manager") for the operation and management of the Military Units Project and the Market Units Project, respectively (the Management Agreements), at the levels of skill and care described in the RFP, the GMH proposal, and as memorialized during the period of exclusive negotiations in the Management Plans which will be attached to the Management Agreements. The Management Agreements will be attached to the Operating Agreements.

Business Points Memorandum

Stewart Family Housing Privatization

The DON shall have the right to cause the Partnership to replace the property manager upon the occurrence of a material event of default under the applicable Management Agreement, as more fully set forth therein.

GMH shall prepare a draft Annual Budget for the Military Units Project and the Market Units Project, including estimated operating expenses and estimated revenues for the next succeeding Fiscal Year, and deliver such draft Annual Budget to the DON for approval. If approval by the DON of an Annual Budget shall not occur within 45 days of DON's receipt thereof, then GMH may increase each line item of the operating expenses (excluding utilities, municipal services, real estate taxes and insurance) in the Annual Budget then in effect by an amount equal to the sum of (i) the most recent annual increase in the consumer price index, plus (ii) five percent (5%), for the succeeding Fiscal Year, unless and until GMH and the DON shall mutually adopt a new Annual Budget. In addition to the foregoing, the Annual Budget for such succeeding Fiscal Year shall be increased by the actual amount of the increase in utilities, municipal services, real estate taxes and insurance costs. The DON shall not unreasonably withhold its consent to a draft Annual Budget proposed in good faith by GMH.

GMH shall be responsible for funding, on a monthly basis, any Operating Deficits (including operating expenses and debt service) that occur during the term of the Partnership, provided that such obligation to fund Operating Deficits shall not exceed an aggregate amount of \$1,000,000. "Operating Deficit", with respect to any particular period, is defined as an amount equal to the (a) the amount due and payable during such period with respect to actual operating expenses and payments due under the first mortgage loan documents less (b) funds that are readily available to the Partnership, including rental revenues, equity contributions, first mortgage loan proceeds (including interest earnings thereon), or loans from reserve accounts (including the PRA). Payments made under this provision shall be considered a loan to the Partnership.

The Partnership will assist in establishing a Tenant Advisory Board (consisting of residents of the Military Units Project) for the Military Units Project to voice tenant concerns, and the Marine Corps will have a representative on the Tenant Advisory Board for the Military Units Project.

Rental Rates for the:

Business Points Memorandum

Stewart Family Housing Privatization

Military Units Project

The DON will receive the preferential rental rights and the prescribed rental rates with respect to the Military Units Project for the term of the lease as more fully set forth below.

Once the Operating Agreement has been executed and until one year after the last issued certificate of occupancy for the new Military Units (the "Transition Period"), the rent for each Military Unit shall equal 100% of the BAH for the paygrade applicable to each unit and the Military Units LLC shall be responsible for payment of all utilities. During the Transition Period, GMH, as Managing Member, will collect gas and electric utility consumption data and the parties shall use this data to estimate and agree upon a reasonable gas and electric utilities allowance for each unit size. This utilities allowance will be approximately 115% of average tenant utility bills ("Utility Set-Aside"). The Utility Set-Aside shall be adjusted annually.

At the end of the Transition Period, the rent for each Military Unit shall equal the BAH for the paygrade applicable to the Military Unit in question, minus the Utility Set-Aside, and each tenant shall pay his or her Utility Set-Aside costs directly to the Military Units LLC. The Military Units LLC shall establish and maintain, during the term of the Military Units LLC, a separate account (the "Utility Account") for deposit of all Utility Set-Aside funds received by the Military Units LLC. Funds on deposit in the Utility Account shall not be commingled with any other funds of the Partnership. The Military Units LLC shall be obligated to pay the actual amount of the utilities cost for such unit from the Utility Account, provided that the Military Units LLC shall be entitled to seek reimbursement from the tenant for any amount by which the utilities cost for such unit exceeds such allowance for such unit. In determining the reimbursement amounts to be pursued from the tenant(s), GMH shall be responsible to conduct quarterly reviews (with annual audits) addressing utility costs versus actual utility usage by the tenants. Any reimbursement amounts will be deposited directly into the Utility Account.

The number of Military Units that will be available for lease to personnel in each paygrade is subject to the agreement of the parties hereto. The information contemplated by the preceding sentences, and the initial calendar year 2003 monthly rental rates for Military Units, shall be attached as an exhibit to the Operating Agreements and incorporated therein. The rental rate for each Military Unit shall increase at the same time as each increase in BAH for the paygrade applicable to such unit occurs. The DON shall have the right from time to time to change the paygrade applicable to any Military Unit, provided that any reduction in the paygrade applicable to one occupied Military Unit is accompanied

Business Points Memorandum

Stewart Family Housing Privatization

by a simultaneous and corresponding increase in the paygrade applicable to another occupied Military Unit such that the aggregate rental income from the entire Military Units Project received by the Military Units LLC is not materially reduced by any such change. Final rental payment terms will be determined during the period of exclusive negotiations.

All tenant leases shall require no less than thirty (30) calendar days prior written notice from the tenant to the Property Manager of the date when the tenant intends to vacate the unit. The Property Manager shall notify the Stewart Housing Office (SHO) within five (5) days after the date when a tenant notifies the Property Manager that the tenant is vacating a unit. SHO shall have forty-five (45) calendar days after receipt of such notice to refer a military tenant to the Property Manager with respect to the unit being vacated. The Property Manager shall provide a maximum thirty (30) day hold period, from the execution of the tenant lease, to allow the military tenant to occupy the unit. If no military tenant is referred to the unit by the end of the forty-fifth (45th) day, the Property Manager shall use reasonable efforts to rent the unit in accordance to the Management Agreement. If a unit is rented to a non-military tenant, GMH shall determine the rent, utilities and other obligations of such tenant on the basis of market rate conditions.

Capital Repairs & Replacements:

The Military Units LLC and the Market Units LLC shall maintain a separate Capital Repair and Replacement Account (the "CRR Account") to pay for the repairs and replacements to the projects. The Military Units LLC and the Market Units LLC shall deposit each year into the CRR Account a ratable amount of the rental income received from the Military Units Project sufficient to fund the account at the initial rate of \$250 per unit per year (PUPY), provided that the Military Units LLC and the Market Units LLC shall be obligated to make such deposits only to the extent that funds are available therefore pursuant to the provisions concerning distributions of cash flow appearing below. Funds may only be removed from the CRR Account for approved costs of the repairs and replacements referred to in the below paragraph.

Subject to the availability of funds in the CRR Account, the Military Units LLC and the Market Units LLC shall make the capital repairs and replacements necessary for the Military Units Project and the Market Units Project to be operated and maintained, over the term of the agreement, at levels of skill and care described in the RFP and GMH's proposal (as applicable) and the Operating

Business Points Memorandum

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Agreement(s) (including attachments) to be executed at the end of the period of exclusive negotiations.

Project Recapitalization Account:

The Partnership shall also establish and maintain, during the term of the Military Units LLC, a separate, interest-bearing account for the benefit of the Military Units Project known as the Project Recapitalization Account or "PRA" at a national bank or other financial institution approved by the DON. Funds on deposit in the PRA shall not be commingled with any other funds of the Partnership. The Partnership shall deposit into the PRA such amounts, on such schedule, as will be agreed to by the parties, provided that the Partnership shall be obligated to make such deposits only to the extent that funds are available therefor pursuant to the provisions concerning distributions of cash flow appearing below. Funds in the PRA shall be available (i) for payment of approved operating expenses over amounts described in the Annual Budget for the Military Units LLC for the applicable year; and (ii) to make needed emergency repairs or replacement of capital equipment or to accomplish scheduled long-term renovation and revitalization of the Military Units. The Partnership may withdraw funds on deposit in the PRA only upon the written approval of the DON for the purposes contemplated above. Upon termination of the Military Units LLC, all funds remaining in the PRA, including earnings thereon, shall be distributed to the DON.

Marine Operating Reserve Account:

The Partnership shall also establish and maintain, during the term of the Military Units LLC, a separate, interest-bearing account for the DON known as the Marine Operating Reserve Account or "MORA" at a national bank or other financial institution approved by the DON. Funds due to the DON shall be deposited to the MORA. Funds on deposit in the MORA shall not be commingled with any other funds of the Partnership.

Cash Flow Distributions During Construction:

The Military Units LLC and the Market Units LLC shall each apply its annual operating revenues (includes all Partnership earnings, i.e. fees, refunds, vending machines, telephone and/or cable payments interest earnings), as follows:

- (i) first, to payment of operating expenses incurred within the budget (including, without limitation, deposits into the CRR Account and base management fee) prepared and approved in accordance with the applicable Operating Agreement;
- (ii) second, to payment of debt service associated with the permanent long-term debt of the Military Units Project or the Market Units Project, respectively;

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- (iii) third, to payment of the incentive management fee [2.0% of effective gross revenue based on "Net BAH" (BAH minus utilities)] to the property manager; and,
- (iv) fourth, to a Partnership construction escrow account to be used for the construction of the project and subject to lender requirements.

Cash Flow Distributions After Construction:

The Military Units LLC and the Market Units LLC shall each apply its annual operating revenues (includes all Partnership earnings, i.e. fees, refunds, vending machines, telephone and/or cable payments, interest earnings) and excluding Capital Transactions, as follows:

- (i) first, to payment of operating expenses incurred within the budget (including, without limitation, deposits into the CRR Account and base management fee) prepared and approved in accordance with the applicable Operating Agreement;
- (ii) second, to payment of debt service associated with the permanent long-term debt of the Military Units Project and the Market Units Project;
- (iii) third, to payment of the incentive management fee [2.0% of effective gross revenue based on Net BAH (BAH minus utilities)] to the property manager;
- (iv) fourth, to the repayment of loans made to the Partnership (at a rate not to exceed Wall Street Journal prime plus 3.0%);
- (v) fifth, to the MORA 100% of any funds specifically generated on the Military Units by tenant paygrade occupancy mix above the paygrade rental rates designated in the RFP and reflected in the Statement of Operating Revenues and Expenditures;
- (vi) sixth, to the MORA 100% of the increase in BAH (weighted average) for the tenant paygrade mix designated in the RFP above the greater of the increase in the Consumer Price Index – All Urban Consumers for Housing in the New York-Northern New Jersey-Long Island, NY-NJ-CT-PA region or the annual increase in actual operating expenses;
- (vii) seventh, to the PRA in an amount equal to 10.0% of available cash flow;
- (viii) eighth, 100% of remaining cash flow to GMH until GMH has received a cumulative 14% internal rate of return on its initial equity contribution;
- (ix) ninth, upon achievement of the target return in item eight above, 95% of available cash flow to GMH until GMH has received a cumulative 17% internal rate of return on its

Business Points Memorandum

Stewart Family Housing Privatization

initial equity contribution and 5% of available cash flow to the MORA;

- (x) tenth, upon achievement of the target return in item nine above, 20% of available cash flow to GMH and 80% of available cash flow to the MORA.

Capital Transaction Distribution:

The Partnership shall apply all proceeds from a sale of the Market Units Project or a refinancing of the Market Units Project and/or the Military Units Project (a "Capital Transaction") as follows:

- (i) first, to payment of debt service, fees and expenses associated with the first mortgage loans, if any, (including any swap termination payment);
- (ii) second, to the payment of the expenses of the sale or refinancing of the Partnership assets;
- (iii) third, to the prorata payment of all other liabilities and other obligations of the Partnership owed to third parties;
- (iv) fourth, to payment of any outstanding balance of loans to the Partnership;
- (v) fifth, to the DON in an amount equal to the net present value (the rate will be equal to the then in effect OMB Circular No. A-94, Appendix C 30-Year Nominal Discount Rates for the applicable maturity) of the estimated future benefits to be distributed to the PRA and to the DON if the sale or refinancing had not occurred *minus* the estimated future benefits, to be distributed to the PRA and to the DON after the sale or refinancing;
- (vi) sixth, to GMH in an amount sufficient for GMH to receive an internal rate of return of seventeen percent based on the annual cash flow received up until the time of the sale or refinancing plus the amount of sales proceeds; and,
- (vii) seventh, any remaining proceeds to be distributed 20% to GMH and 80% to the MORA.

Allocation of Income and Expense for Income Tax:

GMH shall be the Tax Matters Partner of the Partnership.

Member Approval:

The DON shall have the standard approval rights for Partnership actions including the right to approve the following actions of GMH:

- (i) Admission of additional Partners
- (ii) Incurrence of additional debt by the Partnership
- (iii) Assignments or transfer of ownership interest
- (iv) Sale of Partnership assets
- (v) Changes in the distribution of cash flow from agreed amounts

Business Points Memorandum

Stewart Family Housing Privatization

- (vi) Replacement of the property manager upon the occurrence of a material event of default as defined in the applicable Management Agreement

Member Early Termination:

At any time following completion of construction and with not less than 365 days prior notice to GMH, the DON, at its sole option, may cause the Partnership to be terminated pursuant to the following procedure.

In the event the DON notifies GMH regarding its desire for early termination of the Partnership, an appraisal will be completed to estimate the fair market value of the Partnership, e.g. the amount a willing buyer would pay for the assets of the Partnership free and clear of all liabilities including paying off first mortgage debt, and paying the commercially reasonable costs expected to be incurred by the Partnership in the sale of the assets and the net proceeds were distributed in accordance with the Operating Agreement ("Valuation Amount"). Based upon this appraisal, the DON must be able to reasonably demonstrate that the estimated sales proceeds are sufficient to pay off all liabilities of the Partnership, and distribute proceeds sufficient for GMH to receive a seventeen percent internal rate of return. If at any time the DON requests another appraisal the funds to pay for such appraisal will be withdrawn from the PRA.

If it is determined that the estimated sales proceeds are sufficient and the Partnership is to be terminated, GMH shall have the right to:

- (i) purchase the DON's share in the Partnership for an amount equal to the proceeds the DON would have received if the Partnership was sold for the Valuation Amount; or,
- (ii) cause the assets of the Partnership to be sold and the proceeds used as follows:
 - a. to payment of debt service, fees and expenses associated with the first mortgage loans, if any, (including any swap termination payment);
 - b. to the payment of the expenses of the sale or refinancing of the Partnership assets;
 - c. to the prorata payment of all other liabilities and other obligations of the Partnership owed to third parties;
 - d. to payment of any outstanding balance of loans to the Partnership;
 - e. to GMH in an amount sufficient for GMH to receive an internal rate of return of 17 percent based on the

Business Points Memorandum

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- annual cash flow received up until the time of the sale plus the amount of sales
- f. any remaining proceeds to be distributed 20% to the GMH and 80% to the DON.

If it is determined that the estimated sales proceeds are insufficient to pay the above obligations, then no sale shall occur and the Partnership will not be terminated.

DON Liability:

The DON will have limited liability with respect to obligations of the Partnership to third parties. In no event will the DON be called upon to contribute cash to the Project.

Other:

GMH shall provide the DON with an independently audited annual financial statements of the Partnership within 120 days after the close of each Partnership year, quarterly financial statements, and such other information related to the financial performance and operation of the Military Units Project and the Market Units Project as the DON may reasonably request.

GMH shall comply with the Examination of Records by Comptroller General clause and the Payrolls and Basic Records clause identified in Appendix 1 of the RFQ.

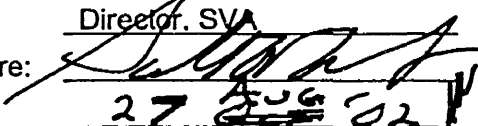
Disputes shall be subject to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-603. If a dispute should arise, the parties by mutual approval, may agree to use alternative means of dispute resolution.

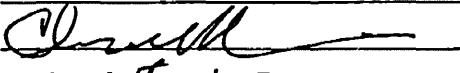
This memorandum accurately describes the current understanding of the parties with regard to the Military Units Project and the Market Units Project and the major issues to be addressed and resolved prior to execution of the Operating Agreements (and associated attachments).

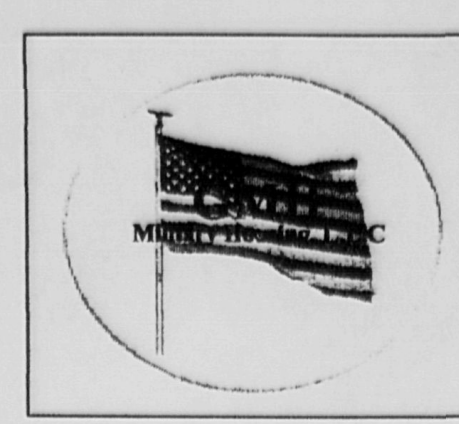
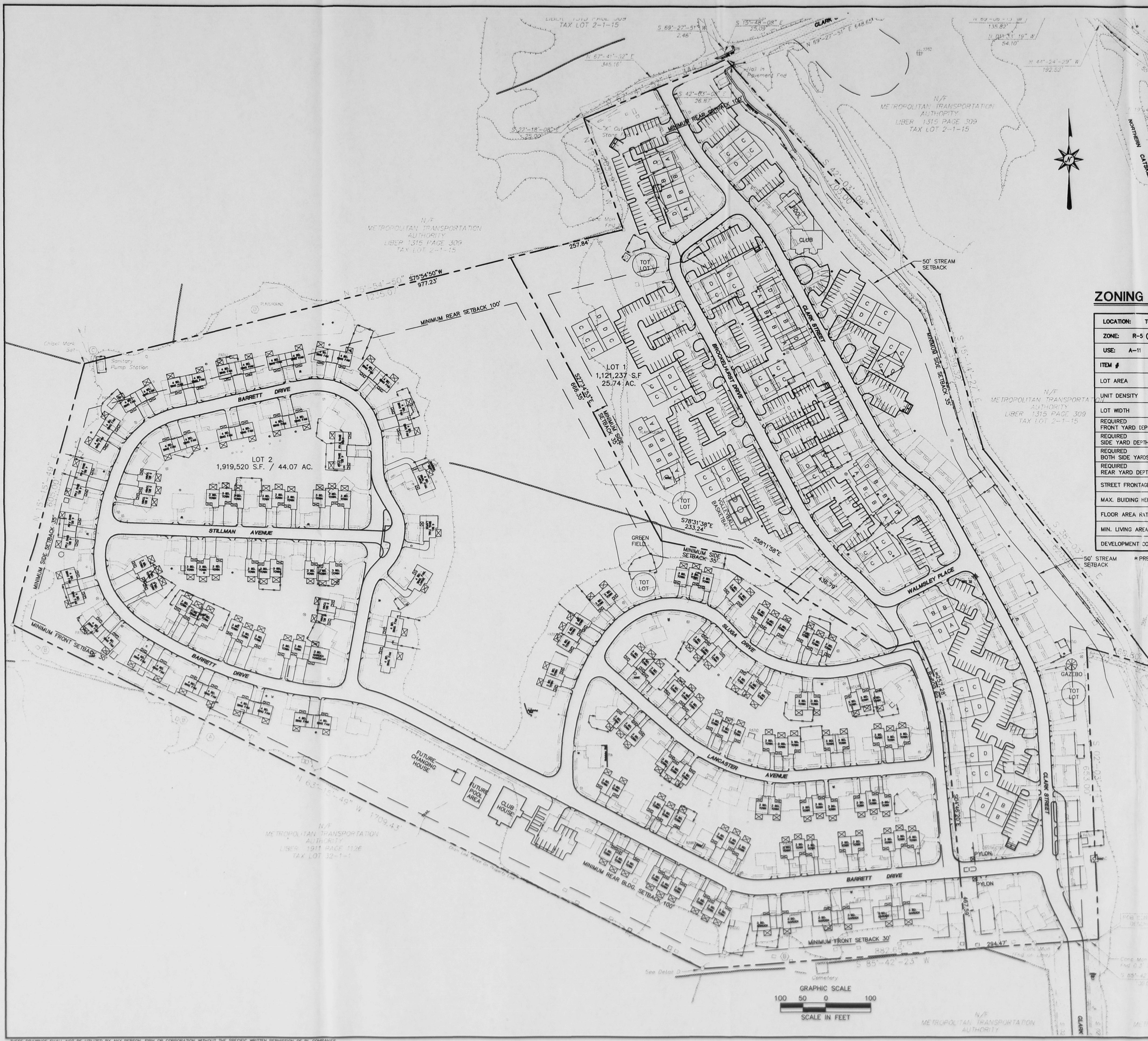
This document may be executed and delivered by facsimile transmission and in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

U.S Department of the Navy
Naval Facilities Engineering Command

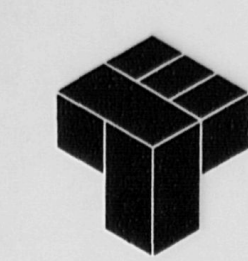
GMH Military Housing – Stewart Terrace, LLC

By: Scott D. Forrest
Its: Director, SVA
Signature: 
Date: 27 AUG 02

By: Chris Williams
Its: Ass. Sec., GMH Military Housing
Signature: 
Date: 27 aug 02



GMH Military Housing L.L.C.



Einhorn
Yaffee
Prescott

ARCHITECTURE & ENGINEERING, P.C.
THE ARBUS BUILDING 412 BROADWAY
P.O. BOX 617 ALBANY, NY 12201-0617 (518) 431-3300

THE MARTIN ARCHITECTURAL GROUP
ARCHITECTS AND LAND PLANNERS
240 North 22nd Street Philadelphia, Pa. 19108 P (215) 686-1090 F (215) 681-8064

ZONING INFORMATION

LOCATION: TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK					
ZONE: R-5 (MULTIPLE FAMILY RESIDENTIAL)					
USE: A-11					
ITEM #	REQUIRED	LOT 1 PROVIDED	LOT 2 PROVIDED	LOT 1 VARIANCE	LOT 2 VARIANCE
LOT AREA	5 ACRES	1,121,237 S.F. / 25.74 AC.	1,919,520 S.F. / 44.07 AC.	N/A	N/A
UNIT DENSITY	7,000 S.F. PER UNIT	1,121,237 S.F. / 4,092 SF / P.U.	1,919,520 S.F. / 11,465 SF / P.U.	-2908 SF/P.U.	N/A
LOT WIDTH	20 FEET	294.47 FEET	2,297.61 FEET	N/A	N/A
REQUIRED FRONT YARD DEPTH	30 FEET	266.46 FEET	30 FEET	N/A	N/A
REQUIRED SIDE YARD DEPTH	0 FEET	N/A	N/A	N/A	N/A
REQUIRED BOTH SIDE YARDS	35 FEET	35 FEET	35 FEET	N/A	N/A
REQUIRED REAR YARD DEPTH	100 FEET	130.62 FEET	* 67 FEET	N/A	* 33 FEET
STREET FRONTAGE	15 FEET	* 0 FEET	* 0 FEET	* 15 FEET	* 15 FEET
MAX. BUILDING HEIGHT	35 FEET	35 FEET	35 FEET	N/A	N/A
FLOOR AREA RATIO	N/A	N/A	N/A	N/A	N/A
MIN. LIVING AREA	1,000 EACH	1,000 EACH	1,000 EACH	N/A	N/A
DEVELOPMENT COVERAGE	50 PERCENT	30.74 PERCENT	23.77 PERCENT	N/A	N/A

*PRE-EXISTING NON CONFORMING CONDITION

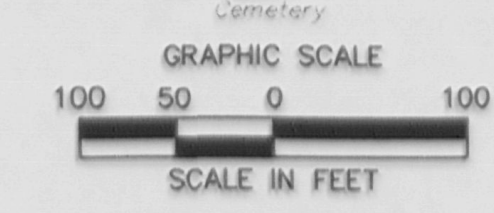
DENSITY CALCULATIONS

TOTAL AREA LOT 1 -	1,121,237± S.F. / 25.74 AC.
TOTAL NO. UNITS	264
DENSITY CALCULATION -	4,247 SF / UNIT

DENSITY CALCULATIONS

TOTAL AREA LOT 2 -	1,919,520± S.F. / 44.07 AC.
TOTAL NO. UNITS	171
DENSITY CALCULATION -	11,225 SF / UNIT

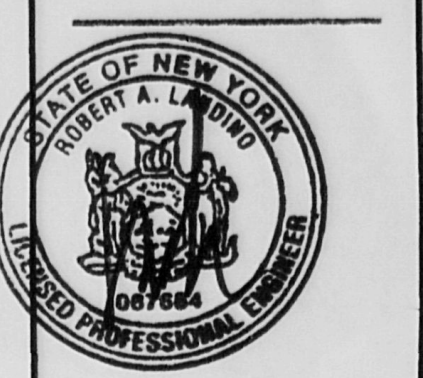
TOWN OF NEW WINDSOR
PLANNING BOARD
STAMP OF APPROVAL



THESE DRAWINGS SHALL NOT BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION WITHOUT THE SPECIFIC WRITTEN PERMISSION OF BL COMPANIES

BL Companies
ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING
ENVIRONMENTAL SCIENCES
ANALYTICAL SERVICES

830 Sir Thomas Court
Harrisburg, PA 17109
(717) 651-9850
(717) 651-9858 Fax



STEWART TERRACE
NEW YORK STATE ROUTE 207
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK

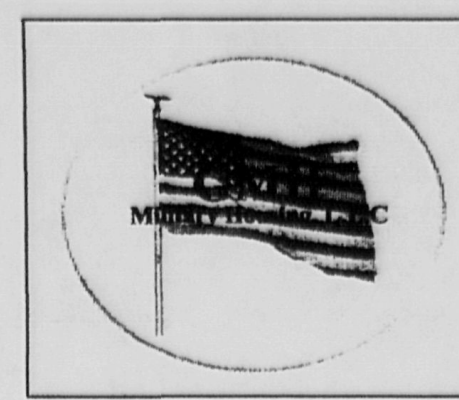
REVISIONS
No. 1
Date 8/05/02
Desc. Revise Subdivision Line

Designed C.N.
Drawn D.P.K.
Checked C.N.
Approved R.A.L.
Scale 1" = 100'
Project No. 01P431
Date 05/24/02
CAD File SUP43101B

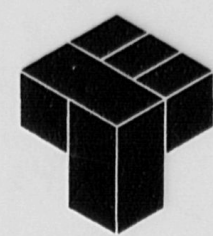
Title
ATLERNATE
SUBDIVISION
PLAN

Sheet No.

S-1A



GMH Military Housing L.L.C.



Einhorn
Yaffee
Prescott

ARCHITECTURE & ENGINEERING, P.C.
THE ARDUS BUILDING
P.O. BOX 817 ALBANY, NY 12201-0817 (518) 431-3300



THE MARTIN ARCHITECTURAL GROUP
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240 North 22nd Street Philadelphia, Pa. 19101 P (215) 666-1000 F (215) 661-0004

ZONING INFORMATION

LOCATION: TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK					
ZONE: R-5 (MULTIPLE FAMILY RESIDENTIAL)					
USE: A-11					
ITEM #	REQUIRED	LOT 1 PROVIDED	LOT 2 PROVIDED	LOT 1 VARIANCE	LOT 2 VARIANCE
LOT AREA	5 ACRES	1,369,651 S.F. / 31.44 AC.	1,671,106 S.F. / 38.37 AC.	N/A	N/A
UNIT DENSITY	7,000 S.F. PER UNIT	1,369,651 S.F. / 5,188 SF / P.U.	1,671,106 S.F. / 9,772 SF / P.U.	-1,812 SF / P.U.	N/A
LOT WIDTH	20 FEET	294.47 FEET	2,297.61 FEET	N/A	N/A
REQUIRED FRONT YARD DEPTH	30 FEET	266.46 FEET	30 FEET	N/A	N/A
REQUIRED SIDE YARD DEPTH	0 FEET	35 FEET	35 FEET	N/A	N/A
REQUIRED BOTH SIDE YARDS	35 FEET	35 FEET	35 FEET	N/A	N/A
REQUIRED REAR YARD DEPTH	100 FEET	130.62 FEET	* 67 FEET	N/A	* 33 FEET
STREET FRONTAGE	15 FEET	* 0 FEET	* 0 FEET	* 15 FEET	* 15 FEET
MAX. BUILDING HEIGHT	35 FEET	35 FEET	35 FEET	N/A	N/A
FLOOR AREA RATIO	N/A	N/A	N/A	N/A	N/A
MIN. LIVING AREA	1,000 EACH	1,000 EACH	1,000 EACH	N/A	N/A
DEVELOPMENT COVERAGE	50 PERCENT	25.16 PERCENT	27.31 PERCENT	N/A	N/A

* PRE-EXISTING NON CONFORMING CONDITION

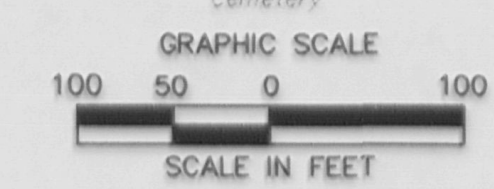
DENSITY CALCULATIONS

TOTAL AREA LOT 1 -	1,369,651± S.F. / 31.44 AC.
TOTAL NO. UNITS	264
DENSITY CALCULATION -	5,188 SF / UNIT

DENSITY CALCULATIONS

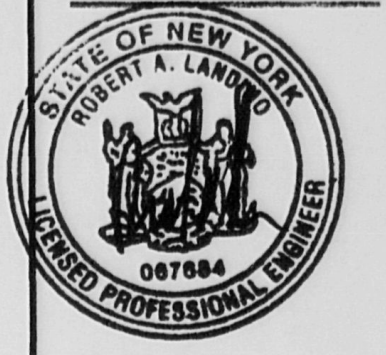
TOTAL AREA LOT 2 -	1,671,106± S.F. / 38.37 AC.
TOTAL NO. UNITS	171
DENSITY CALCULATION -	9,772 SF / UNIT

TOWN OF NEW WINDSOR
PLANNING BOARD
STAMP OF APPROVAL



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STEWART TERRACE
NEW YORK STATE ROUTE 207
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK

REVISIONS	Desc.	Revise Set Layout
No.	Date	
1.	6/25/02	

Designed	C.N.
Drawn	D.P.K.
Checked	C.N.
Approved	R.A.L.
Scale	1" = 100'
Project No.	01P431
Date	05/24/02
CAD File	SUP43101

Title
SUBDIVISION
PLAN

Sheet No.

S-1